

DATED _____ 2019

OXFORDSHIRE COUNTY COUNCIL

- and -

[NAME OF SERVICE PROVIDER]

**SUPPORTED TRANSPORT DPS AGREEMENT
For the Procurement of School and Social Care Transport**

N Graham
Chief Legal Officer and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS Solicitor Ref: CS/43018

DPS AGREEMENT

THIS AGREEMENT is made¹ on the Commencement Date.

BETWEEN:

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (the “**Council**”); and
- (2) **²SERVICE PROVIDER** (and in the case of a Company, company number³ (**COMPANY NUMBER**) whose address is at⁴ **REGISTERED ADDRESS** (the “**Service Provider**”).

BACKGROUND:

- (A) The Council wishes to establish a Dynamic Purchasing System (DPS) for the provision of transport services for vulnerable people pursuant to certain statutory functions and powers including under section 509 of the Education Act 1996, section 29 of the National Assistance Act 1948 and Section 2 of the Chronically Sick and Disabled Persons Act 1970.
- B) In addition to the above, the Council also wishes to procure the provision of transport travel arrangements as may be necessary for the purpose of facilitating the attendance of persons receiving education at schools and other institutions, in the exercise of the Council’s powers under sections 508B and 508C of the Education Act 1996.
- C) The Council invited applications for the admission to the DPS from providers who are able to offer the services described under paragraphs A and B in Oxfordshire. All applicants who are appointed to the DPS will be required to enter into the DPS Agreement.
- D) The Service Provider submitted an application (“Application”) to be accepted on to the DPS as a Service Provider in respect of the Lots as stated in its Application and enters into this DPS Agreement conditional on its Application being approved.
- E) If the Application is accepted by the Council, the Council shall notify the Service Provider in writing. The notification shall specify the Lots that the Service Provider has been accepted to provide.
- F) This DPS Agreement sets out the award and ordering procedure for Services, the main terms and conditions for any Call-Off Contract and the obligations of the Service Provider during and after the term of this DPS Agreement.

¹ The DPS Agreement will be dated and become effective only once your Application has been approved

² Insert Service Provider’s name.

³ If Service Provider is a registered company, insert company number.

⁴ Insert Service Provider’s address. For registered companies, this must be the registered office address.

IT IS AGREED that this DPS Agreement comprises and incorporates:

- The DPS Particulars;
- The DPS Conditions of Contract; and
- The following Schedules;

Schedule 1	Specification
Schedule 2	Lots
Schedule 3	Monitoring Schedule
Schedule 4	Call-Off Contract Award Procedure
Schedule 5	Form of Statement of Work
Schedule 6	Finance
Schedule 7	Limits on Call Off and Financial Standing Criteria
Schedule 8	DBS Process
Schedule 9	Information Governance
Schedule 10	DPS Information Guidance

All of which documents are marked final versions, dated [01.07.2019] and published on the portal. In the event and to the extent of any conflict or inconsistency between the documents, the following order of priority between them (highest priority to lowest priority) shall apply to the extent that it is necessary to resolve the conflict or inconsistency:

Statement of Work
DPS Particulars
DPS Conditions
Schedules to the DPS Agreement
Annexes to the DPS Agreement

It is agreed by the parties:

1. that this DPS Agreement, incorporating the above documents, will govern the relationship between the Council and the Service Provider in respect of the operation of the DPS and the provision of the Services by the Service Provider to the Council; and
2. the Commencement Date of this Deed shall be the date on which the Service Provider's Application for entry onto the DPS is accepted by the Council.

For the avoidance of doubt, the Service Provider's acceptance of the DPS Agreement shall not guarantee the Service Provider's acceptance onto the DPS, which shall be subject to successful completion of an Application and notification of acceptance by the Council.

For the purposes of the DPS Particulars the following information is given by the Service Provider:

Please enter the relevant details in the boxes below	
Service Provider's Representative is for the purposes of the DPS Agreement ⁵	?
The Service Provider's email address for receiving notices which may be given by the Council under the terms of the DPS Agreement is ⁶ :	?
The names and/or job titles of persons to whom disputes arising should be referred under Condition 29.1 of the DPS Conditions is:	?

Any contract price increases will be in accordance with the cost element breakdown shown below and referenced in the finance schedule.

Average Cost Breakdown	
Cost Element	Percentage of Cost
Driver Costs	?
Vehicle & Maintenance	?
Fuel	?
Back Office	?
Other	?
Total	100%

In executing this DPS Agreement, the Service Provider warrants:

The amount of its bid has not been calculated by agreement or arrangement with any person other than the Council and that the amount of its Bid has not been communicated to any person until after the closing date for the submission of Bids and in any event not without the consent of the Council.

It has not and will not enter into any agreement or arrangement with any person that they shall refrain from bidding, that they shall withdraw or vary the amount of any Bid once offered or otherwise collude with any person with the intent of preventing or restricting full competition.

It has not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Council in connection with the award of the Contract and that no person employed by me/us has done or will do any such act.

⁵ Insert name of Service Provider's representative

⁶ Insert Service Provider's email address for receiving notices

AS WITNESS the hands of the parties have been set the day and year first before written. **[NOTE: TO BE AMENDED TO A DEED IF TOTAL VALUE OVER £500,000]**

For and on behalf of the Council:

For and on behalf of the Council:

SIGNED by

SIGNED by

Position

Position

For and on behalf of the Service Provider:

EXECUTION CLAUSE FOR A LIMITED COMPANY

Signed by *[name of person]*

Signature

Position

(Duly authorised signatory)

EXECUTION CLAUSE FOR A SOLE TRADER/INDIVIDUAL

Signed by *[name of person]*

Signature

EXECUTION CLAUSE FOR A PARTNERSHIP

(Provided evidence of authorisation to bind all partners of partnership)

Signed by *[name of person]*

For and on behalf of *[name of partnership]*

Signature

EXECUTION CLAUSE FOR AN INCORPORATED CHARITY WHICH IS NOT A LIMITED COMPANY

Signed by *[name of trustees - majority or duly authorised]* for and on behalf of *[name of charity]*

Signature

Signature

EXECUTION CLAUSE FOR AN UNINCORPORATED CHARITY

Signed by *[name of trustees – all or duly authorised]* [on behalf of all the] or [as] charity trustees

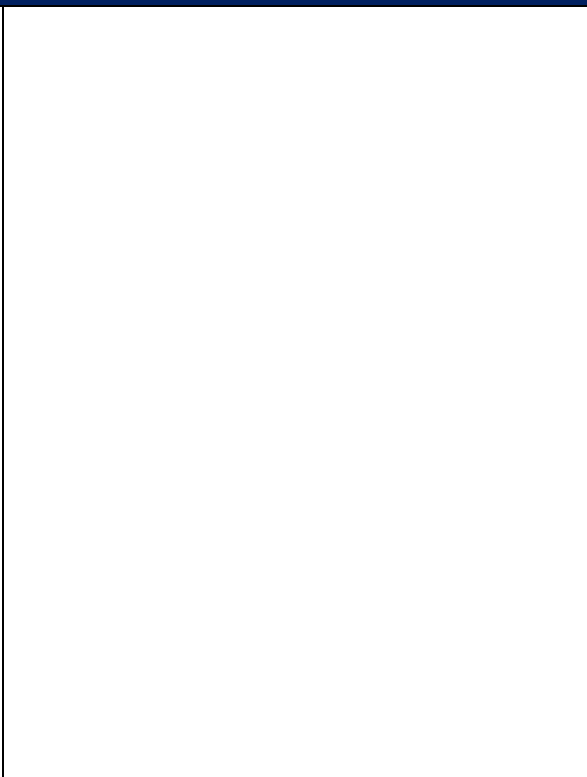
Signature

Signature

IN WITNESS of which the parties have executed this as a Deed the day and year first above written

If Service Provider a Limited Company⁷

(a) Under Seal
THE COMMON SEAL OF
 [Name of Company]
Was hereunto affixed in the presence of:
.....
Director (*signature*)
.....
Print name
.....
Director/Secretary (*signature*)
.....
Print name



Or (b) Under Hand
Signed as a Deed by
[Name of Company]
Acting by a Director and its Secretary or two Directors
..... Director (*signature*)
..... *Print name*

..... Director/Secretary (*signature*)
..... *Print name*

⁷If a Company – Please adopt the appropriate attestation clause depending on whether your Company execute under its Seal / are a company with a single director company or have two or more directors..

Or (c) Under Hand (Single Director)

Signed as a Deed by

[Name of Company]

Acting by a Director

..... Director (*signature*)

..... *Print name*

in the presence of:

Witness Signature

Witness Name

Address:

Occupation:.....

IF SERVICE PROVIDER A TRADER/INDIVIDUAL ⁸

Signed by (*print name*)

..... (*signature*)

as a **DEED** in the presence of:

Witness Signature

Witness Name

Address:

Occupation:

⁸ If an individual please execute as a Deed as directed.

IF SERVICE PROVIDER A PARTNERSHIP ⁹

Signed as a **DEED** by [*names of partners*] in the firm of [*name of firm*]

Authorised to sign on behalf of the firm and each and every Partner:

Signature of Partner

Print Name

Witness Signature

Witness Name

Address:

Occupation:

Signature of Partner

Print Name

Witness Signature

Witness Name

Address:

Occupation:

⁹ Partners must have authority to sign on behalf of the Partnership otherwise all Partners must execute..

Execution clause for the Council

THE COMMON SEAL OF
OXFORDSHIRE COUNTY COUNCIL

Was hereunto affixed in the presence of:

.....

Chief Legal Officer /Designated Officer

DPS PARTICULARS

1. The Commencement Date is the date on which the Service Provider is accepted on to the DPS.
2. The DPS Agreement Period is from the Commencement Date until 30th June 2023 unless terminated earlier in accordance with the terms of the DPS Agreement. As regards particular Call-Off Contracts, the Call-Off Contract Period will be specified in the relevant Statement of Work.
3. The Council's option to extend the DPS Agreement in Condition 15 does not apply. As regards particular Call-Off Contracts, the option to extend the Call-Off Contract Period will be specified in the relevant Statement of Work.
4. Council's Contact is Philip Earnshaw or any such other person as may be appointed by the Council and notified in writing to the Service Provider to act generally. A different person may be appointed to act as Council's Contact in relation to a Call-Off.
5. Service Provider's Representative is as set out in the DPS Agreement.
6. Insurance Requirements are as set out in Condition 21:
7. The Council's email address for notices is: [QMCC@oxfordshire.gov.uk]
8. The Service Provider's email address for notices is as set out in the DPS Agreement.
9. The Council's postal address for notices shall be as set out at Condition 25.1
10. The names and/or job titles of persons to whom disputes should be referred under Condition 29.1 are:

For the Council:

For the Service Provider – details as set out in the DPS Agreement.

DPS CONDITIONS

1 Definitions and Construction

1.1 In these conditions, except where the context otherwise requires, the following expressions shall have the following meanings:

“Application” means the Service Provider’s application to join the DPS.

“Call-Off Contract” means a written agreement between the Council and the Service Provider awarded under the DPS Agreement incorporating the Conditions and set out in a Statement of Work and

“Call-Off Contracts” means any and all Call-Off Contracts entered into between the parties;

“Call-Off Contract Award Procedure” means the procedure for awarding a Call-Off Contract pursuant to the DPS Agreement as described in Schedule 4;

“Call-Off Contract Period” means the contract period specified in the Statement of Work;

“Call-Off Contract Price” means the call-off contract price specified in the Statement of Work;

“Contract Manager” means the contract manager referred to in the Call-Off Contract;

“Conditions” means these conditions;

“Council’s Contact” means the person specified in the Particulars and any such other person as may be appointed by the Council and notified in writing to the Service Provider to act generally or for specified purposes or periods, a different person may be appointed to act as Council’s Contact in relation to a Call-Off;

“Council Data” means:

a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:

- (i) are supplied to the Service Provider by or on behalf of the Council; or
- (ii) the Service Provider is required to generate, process, store or transmit pursuant to the Purchasing Terms

“Council’s Contact” means the person specified in the DPS Particulars and any such other person as may be appointed by the Council and notified in writing to the Service Provider to act generally or for specified purposes or periods;

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Data Protection Officer” shall have the same meaning set out in the Data Protection Legislation;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under these Purchasing Terms; and/or actual or potential loss and/or destruction of Personal Data in breach of these Purchasing Terms including Personal Data breach.

“Data Protection Impact Assessment” means an assessment by the Council of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means the EU General Data Protection Regulation EU 2016/679(GDPR), the Data Protection Act 2018 and any subordinate legislation made under such Acts from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“DBS” means the Disclosure and Barring Service or any successor body;

“DBS Process” means the Council’s DBS Process for dealing with driver/escort approvals, refusals and appeals at Schedule 5 (DBS Process), as amended from time to time

“Default” means any breach of the obligations of the Service Provider under the Purchasing Terms or any default, act, omission or negligence of the Service Provider or Staff in connection with or in relation to the subject matter of the Purchasing Terms;

“Disclosure(s)” means the check(s) referred to in Condition 8.3.1.

“DPS” means the dynamic purchasing system for Home to School and Vulnerable People Transport used by the Council to procure the Services;

“DPS Agreement” means the DPS Agreement entered into between the Council and the Service Provider consisting of the DPS Form, the DPS Particulars, the DPS Conditions including the Schedules and Annexes to them (if any);

“DPS Agreement Period” means the DPS Agreement period specified in the DPS Particulars;

“EIRs” means the Environmental Information Regulations 2004;

“Enactments” means directives, statutes, regulations, orders, judgments of relevant courts of law, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent directive,

statute, regulation, order, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it;

“FOIA” means the Freedom of Information Act 2000;

“Force Majeure Event” means any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the Service Provider), lightning or earthquake, war, military operations, act of terrorism or riot;

“Good Industry Practice” means all standards, practices, methods and procedures conforming to all Enactments and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from of a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances and conditions;

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, semi-conductor topography rights, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off;

“LADO” means the local authority designated officer as set out in the statutory guidance document entitled ‘Working Together to Safeguard Children’;

“Lots” means the Lots set out in Schedule 2;

“Monitoring/Review Schedule” means the monitoring and review schedule set out in Schedule 3;

“Privacy Notice” means a notice to Data Subjects complying with and providing all the information required to Data Subjects under Data Protection Legislation.

“Process” and **“Processing”** shall have the same meanings as set out in the Data Protection Legislation but for the purposes of these Purchasing Terms shall include both manual and automatic processing)

“Prohibited Act” means the following acts:

- (a) offering (directly or indirectly), promising or giving any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
- (b) requesting (directly or indirectly), agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity;
- (c) committing any offence: (i) under the Bribery Act 2010; (ii) under any Enactment creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to these Purchasing Terms or any other contract with the Council; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Council;

“Purchasing Terms” means the DPS Agreement and the Call-Off Contracts;

“Regulated Activity” has the meaning given to it in the SVGA;

“Regulated Activity Provider” has the meaning given to it in the SVGA;

“Response” means any proposal submitted by the Service Provider under the Call-Off Contract Award Procedure;

“RIDDDOR” means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013; “Route” means the route or routes specified in the Call Off Contract to be operated by the Service Provider including the pick-up/drop off points and arrival and departure times at the school or college;

“Route Description” means the timetable, location of pick-up/drop offs points (if not already specified as part of the Route) and the route to be taken for the Route;

“School Day” means any days within the Oxfordshire school term dates published on the Council’s website with the exception of Saturdays, Sundays, half term dates, school holiday dates or any public holidays.

“Selection Criteria” means the requisite criteria as set out in the application form to join the DPS that the Service Provider must meet and maintain throughout the DPS Agreement Period and any Call-Off Contract Period in order to maintain their inclusion on the DPS;

“Service Provider’s Representative” means the person specified in the DPS Particulars and any such other person as may be appointed by the Service Provider and notified in writing to the Council to act generally or for specified purposes or periods;

“Services” means the services to be provided in accordance with the specification set out in Schedule 1 as more specifically described in any Statement of Work;

“Service User” means an individual receiving Services pursuant to the Purchasing Terms;

“Staff” means all persons, whether paid or unpaid, engaged by the Service Provider to perform the Purchasing Terms or used in the performance of the Purchasing Terms including the Service Provider’s employees, agents and sub-contractors;

“Statement of Work” means the statement of work issued by the Council to the Service Provider in substantially the form set out in Schedule 5 and signed or sealed by the parties;

“SVGA” means the Safeguarding Vulnerable Groups Act 2006, as amended by the Protection of Freedoms Act 2012;

“Tender” means the Service Provider’s response to the Invitation to Tender;

“Vehicle” means a vehicle, whether a car, minibus, bus or coach, used in the operation of any of the Services and **“Vehicles”** shall be construed accordingly.

“Working Day” means Monday to Friday inclusive other than bank holidays and any other public holidays.

- 1.2 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.3 The headings and titles in the DPS Agreement are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.4 The expression “person” used in the DPS Agreement shall include any individual, partnership, local authority or incorporated or unincorporated body.
- 1.5 The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly;
- 1.6 The Purchasing Terms, including for the avoidance of doubt any Placement(s) made under them, constitutes the entire understanding between the Service Provider and the Council in relation to the subject matter of the Purchasing Terms and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent or fundamental misrepresentations.
- 1.7 This DPS Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures and, where applicable, seals on the counterparts were on a single copy of this DPS Agreement.

2 Sufficiency of Information and Capacity

- 2.1. The Service Provider shall be deemed to have satisfied itself before submitting the Tender or Response as to the accuracy and sufficiency of the rates and prices stated by the Service Provider in the Tender or Response which shall (except in so far as is otherwise expressly provided in the Purchasing Terms) cover all the Service Provider’s obligations under the Purchasing Terms and the Service Provider shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Tender or Response.
- 2.2. The Service Provider warrants and represents that all written statements and representations in any written submissions made by the Service Provider as part of the procurement process, including without limitation its response to the pre-qualification questionnaire (if applicable), its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this DPS Agreement or to the extent that the Service Provider has otherwise disclosed to the Council in writing prior to the date of this DPS Agreement.

- 2.3 The Service Provider warrants and represents that it has full capacity and authority and all necessary consent (including where its procedures require the consent of its parent company) to enter into and perform the Purchasing Terms and that the DPS Agreement is executed by a duly authorised representative of the Service Provider.
- 2.4 The Service Provider is responsible for the accuracy of all information supplied to the Council in connection with the provision of the Services and will pay the Council any and all costs occasioned by any discrepancies, errors or omissions in such information.

3 Applicable Law and Jurisdiction

The Purchasing Terms shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

4 Provision of the Services

- 4.1 The Service Provider shall at all times during the DPS Agreement Period and any Call-Off Contract Period;

4.1.1 supply to the Council on demand the name of the driver and/or the registration number of any vehicle used for providing the Services.

4.1.2 supply to the Council, on demand, the name of the driver, and/or a list of all vehicles used for providing the Services, which must show the registration number and features of each vehicle so that the Council can verify that each vehicle meets the requirements of the Specification and/or the Statement of Work;

- 4.2 When required pursuant to a Call-off Contract, the Service Provider will provide the Services in accordance with the relevant Statement of Work and will otherwise perform its obligations in accordance with the Purchasing Terms.
- 4.3 The Service Provider will provide the Services and perform its obligations under the Purchasing Terms with all due skill, care and diligence in accordance with Good Industry Practice, any further standards specified in the Schedules and/or Statement of Work and any policies and guidance provided by the Council to the Service Provider from time to time.
- 4.4 Without prejudice to Condition 4.3, the Service Provider will provide an adequate number of Staff who are appropriately experienced, qualified and trained to perform the Services and comply with the Service Provider's obligations under the Purchasing Terms.
- 4.5 The Service Provider shall forthwith upon the occurrence of any of the following events notify the Council's Contact of the details thereof:
- 4.5.1 any revocation or suspension of any licence required by the Service Provider to provide the Services or any of them; and

4.5.2 the imposition of any condition upon any licence or permit which prevents the Service Provider from providing the Services or any of them in accordance with the Purchasing Terms.

4.6 The Service Provider must meet the Selection Criteria at all times and shall notify the Council within 5 Working Days if it no longer meets any of the Selection Criteria. The Service Provider acknowledges that the Council reserves the right to, at its sole discretion, suspend or expel the Service Provider from the DPS, dependent on the nature of such changes, particularly if such changes are to the detriment of the performance or standards of this DPS Agreement.

4.7 The Council reserves the right to request re-submission of any Selection Criteria or other Application details throughout the DPS Agreement Period or Call-Off Contract Period.

5 Call-Off Contracts under the DPS Agreement

5.1 The Call-Off Contract Award Procedure shall apply to the award of Call-Off Contracts under the DPS Agreement.

6 No Volume Guarantee

6.1 Nothing in the DPS Agreement shall, or shall be deemed to, constitute a minimum purchase volume of Services from the Service Provider and the Council has no obligation to award Call-Off Contracts under the DPS Agreement.

6A. Appointment to Lots

6A.1 The Service Provider has been appointed to the Service Category or Lots set out in the Application and may only participate in Call Off Contract Award procedures for Call-Off Contracts related to the Lot or Lots to which the Service Provider has been appointed.

6A.2 In the event that, during the DPS Agreement Period a Service Provider has the capacity to provide services under further Lots the Council may agree to appoint the Service Provider to such further lots.

7 Call-Off Contract Price

7.1 In consideration of the performance of the Service Provider's obligations under any Call-Off Contract, the Council shall pay the Call-Off Contract Price.

7.2 The Call-Off Contract Price shall be the full remuneration of the Service Provider in respect of the supply of the Services. The Call-Off Contract Price shall be deemed to include every cost and expense of the Service Provider directly or indirectly incurred in connection with the performance of the Services.

- 7.3 Unless otherwise set out in the DPS Particulars, the Call-Off Contract Price is exclusive of VAT which shall be added at the prevailing rate (as applicable) and paid by the Council following delivery of a valid VAT invoice.
- 7.4 Unless otherwise agreed in the Statement of Work, the Service Provider shall submit invoices to the Council no later than 30 days after the Services have been delivered. Where the Service Provider submits an invoice to the Council in accordance with this Condition 7 and the Finance Schedule, the Council will consider and verify that invoice in a timely fashion.
- 7.5 Unless otherwise agreed in the Statement of Work payment will be made within 28 days of receipt and agreement of an invoice (or part thereof) submitted in accordance with all requirements of this Condition 6 and invoices are to be submitted monthly in arrears for Services provided.
- 7.6 Each invoice shall:
- a) be submitted to the address of the Council specified in the Statement of Work (or if none is specified, to the address set out in the DPS Form);
 - b) contain a detailed breakdown of Services supplied;
 - c) be supported by any information required by the Council to substantiate such invoice; and
 - d) comply with any other provisions in Schedule 6 (Finance Schedule) and the Statement of Work including in respect of invoices.
- 7.7 For the avoidance of doubt, and without prejudice to any other right or remedy of the Council, the Council will not make any payment where the Service Provider has failed to provide the Services.
- 7.8 Where a payment is in dispute, the parties shall seek to resolve the dispute promptly and, if necessary, the matter shall be dealt with in accordance with Condition 29. The Council shall be under no obligation to pay the disputed charge until the dispute has been resolved. For the avoidance of doubt, where a payment is disputed in part, the Council shall pay such part of the payment which is not in dispute in accordance with this Condition 7.5.
- 7.9 Where any sum of money is recoverable from or payable by the Service Provider under the Purchasing Terms or any other contract with the Service Provider (including any sum which the Service Provider is liable to pay in respect of any breach of the Purchasing Terms or any other contract with the Service Provider), the Council may deduct that sum from monies payable by the Council to the Service Provider under the Purchasing Terms.
- 7.10 In the event of termination or expiry of any Call-Off Contract, the Service Provider shall repay to the Council any part of the Call-Off Contract Price which it has paid in respect of Services not provided by the Service Provider at the date of termination or expiry.

Additional clauses where the Service Provider sells additional seats on a public service Vehicle

Fares

- 7.11 Where the Service Provider transports other passengers on a public service Vehicle pursuant to section 14 of the Specification, the Service Provider may charge such passengers fares to travel on its Vehicle ("Fares").
- 7.12 For the avoidance of doubt, the Service Provider must under no circumstances charge the passengers which the Service Provider is required to transport under these Purchasing Terms.
- 7.13 The Service Provider shall be entitled to receive all income from the Fares and the Service Provider shall take all risk in relation to levels of income and no adjustments shall be made to the Call-Off Contract Price based on actual income received.
- 7.14 The total of the Call-Off Contract Price and the income received by the Service Provider from the Service shall not exceed what is necessary to cover the costs incurred in the provision of the Services and a reasonable profit for the Service Provider.
- 7.15 The Service Provider shall provide the Council with access to all records relating to the Service, including financial information regarding the costs of operating the Service and income received, upon request.
- 7.16 In the event that payment of the Call-Off Contract Price results in an unreasonably high level of profit for the Service Provider over the Call-Off Contract Period as a whole, the Council shall be entitled to repayment of such proportion of the Call-Off Contract Price as gives rise to such level of profit.

8 Staff

- 8.1 When requested by the Council on reasonable grounds the Service Provider shall following reasonable notice make available to the Council records of all Staff involved in the provision of the Services.
- 8.2 The Service Provider's employment systems shall accord with the Council's policy on checking criminal records (available on request) and the Service Provider shall on request supply to the Council such information as it may reasonably require ensuring that its employment systems do so accord.
- 8.3 **Criminal Record Checks**
- 8.3.1 The Service Provider shall:
- 8.3.1.1 ensure that Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and, where the Services involve a Regulated Activity, all Staff carrying out a Regulated Activity are subject to a valid criminal record check undertaken through the DBS (either by the Service Provider undertaking such check or by the Service Provider carrying out a status check of the Staff member's certificate with the DBS) at an enhanced level where permissible and including a check against the adults' barred list and/or the children's barred list where permissible, all such checks to be carried out following the DBS Process at Schedule 8 (DBS Process);

8.3.1.2 where:

- a) Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975; and/or
- b) Staff carrying out a Regulated Activity, where the Services involve a Regulated Activity,

have lived and/or worked abroad for a continuous period of three months or more in the preceding five years, obtain a criminal records check, or 'Certificate of Good Character', from their country of origin and those countries in which they have lived and /or worked. Where such checks or certificates and other documentation are provided in a foreign language they must be translated and that translation supported by a "Certificate of Authenticity of Translation";

8.3.1.3 monitor its procedures to ensure that the appropriate checks are carried out for all Staff.

8.3.1.4 ensure that all Disclosures pursuant to Condition 8.3.1.1 are renewed as required by any relevant Enactments and, in respect of any Staff working in domiciliary care and/or working with children, not less than every three (3) years and that the Service Provider checks Disclosures upon renewal;

8.3.1.5 not use any Staff in the provision of the Services unless:

- a) a Council identification badge has been issued for that member of Staff in accordance with the DBS Process; and
- b) the member of Staff has completed generalist child protection face to face training through Oxfordshire Safeguarding Children's Board;

8.3.1.6 not use any Staff in the provision of the Services whose OCC identification badge has been removed by the Council either temporarily or permanently.

8.3.2 Pending the receipt of the relevant Disclosure no member of Staff requiring a Disclosure under Conditions 8.3.1.1 and 8.3.1.2 shall be used in the provision of the Services unless the Council's consent has been obtained and OCC identification badge has been issued pursuant to the DBS Process.

8.3.3 The Service Provider shall obtain the written consent of the Staff referred to in Conditions 8.3.1.1 and 8.3.1.2 to pass the Disclosures to the Council where those Disclosures reveal a conviction or other relevant information which indicates such Staff may pose a risk to the Council, Council staff or users of Council services.

8.3.4 Where a Disclosure reveals a conviction or other relevant information the Service Provider shall assist the Council in carrying out a risk assessment pursuant to the DBS Process and in accordance with the Council's instructions.

8.3.5 The Service Provider shall ensure that where a conviction or other relevant information (as indicated in Condition 8.3.3 above) is revealed by a Disclosure

or otherwise, no such Staff referred to in Conditions 8.3.1.1 and 8.3.1.2 shall be used in the provision of the Services unless the Council's consent has been obtained and a Council identification badge has been issued pursuant to the DBS Process.

- 8.4 The Service Provider will ensure that it has in place an effective whistleblowing procedure whereby Staff may raise in confidence concerns about possible malpractice without fear of victimisation, subsequent discrimination or disadvantage.
 - 8.5 When requested by the Council on reasonable grounds, the Service Provider will cease to use any member of Staff specified by the Council for the provision of the Services who has harmed or poses a risk of harm to the Service Users.
 - 8.6 The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Council upon request) to prevent the Service Provider and its Staff from committing a Prohibited Act and shall enforce it where appropriate.
 - 8.7 The parties acknowledge that the Service Provider is, for the purposes of the SVGA, a Regulated Activity Provider, with ultimate responsibility for the management and control of the Regulated Activity provided pursuant to the Purchasing Terms.
 - 8.8 The Service Provider warrants that at all times for the purposes of the Purchasing Terms it has no reason to believe that any Staff are barred from the provision of the Services under the SVGA.
 - 8.9 The Service Provider shall refer information about Staff to the LADO and the Council's Contact and to the DBS where it removes permission for such Staff to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to Service Users.
 - 8.10 The Service Provider shall not employ or use the services of any Staff who are barred from, or whose previous conduct or records indicate that they would not be suitable to carry out, any Regulated Activity or who may otherwise present a risk to Service Users.
 - 8.11 Staff involved in the delivery of the Services shall be supplied with a form of Council identification by the Service Provider and the Service Provider shall ensure that Staff wear their identification at all times. The Service Provider shall ensure that such identification is returned to the Service Provider on the last day of employment of such member of Staff and retained as part of the Service Provider's Staff records.
 - 8.12 The Service Provider shall provide details of its policies and procedures for recruitment, training, development, supervision and other Staff-related policies when requested to do so.
- 8A TUPE

- 8A.1. The Service Provider will following a request from the Council fully and accurately disclose all information relating to Staff engaged in providing the Services including the total number of Staff whose employment with the Service Provider or a Sub-Contractor is liable to be terminated at the expiry of the Call-Off Contract (but for operation of law) (the "Relevant Staff"), their age and gender, the terms and conditions of their employment (including salary, bonus payments, allowances, pay settlements, redundancy entitlement, relevant collective agreements, pension entitlement and working arrangements), their job titles and the qualifications required for each position.
- 8A.2. The Service Provider shall comply with any such requests as soon as reasonably practicable and in any event, within 21 days of being so requested, and at no cost to the Council. The Service Provider agrees with the Council that the information provided shall be complete, accurate and up to date and that it shall notify the Council promptly of any changes occurring between the date of submission of the information and the end of the Call-Off Contract.
- 8A.3. The Service Provider shall permit the Council to use the information for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and related Enactments and for the purposes of re-tendering.
- 8A.4. The Service Provider shall enable and assist the Council and any such persons as the Council may determine to communicate with and meet Staff and relevant Staff representatives and the Service Provider shall co-operate with any new provider to ensure a smooth transition.
- 8A.5. The Service Provider shall within the period of 12 months immediately preceding the end of the Call-Off Contract Period or, if earlier, following the making of a request pursuant to Condition 8A.1 be precluded from:
- 8A.5.1. making any material increase or decrease in the numbers of Relevant Staff other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed);
- 8A.5.2. making any increase in the remuneration or other change in the terms and conditions of the Relevant Staff other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed); and
- 8A.5.3. transferring any of the Relevant Staff to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Services to provide the Services save with the Council's prior written consent (such consent not be unreasonably withheld or delayed).
- 8A.6. The Service Provider shall indemnify the Council and any replacement provider engaged by the Council to perform any of the Services or any service equivalent or similar to any of the Services and keep them both fully indemnified in respect of any claims, losses, costs, expenses, demands and liabilities:

8A.6.1. arising from the provision of information or the failure to provide information under this Condition 8A; or

8A.6.2. which relate to any claim which is or may be brought by any employee or person claiming to be an employee on any date upon which the Call-Off Contract is terminated and/or transferred to any third party arising out of their employment with the Service Provider or a Sub-Contractor or its termination; or

8A.6.3. arising from any breach of the requirements of these Conditions

9 Performance Monitoring

9.1 The Service Provider shall comply with the monitoring requirements set out in Schedules 1 and 3, shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall provide the Council with access to such records upon request at no cost to the Council. All Council Data shall be stored in a useable format to ensure that the Service Provider can comply with Condition 35.2.

9A. Records, Monitoring and Review

9A.1. All records, documentation, drawings, data or other information produced or received for the purposes of the Purchasing Terms shall be stored in a useable format to ensure the Service Provider can comply with Condition 35.2.

9A.2. The Service Provider shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall retain such records for a minimum of six (6) years from the date of termination or expiry of the relevant Call-Off Contract or such longer period as may be required under any Enactment.

9A.3. The Service Provider shall retain Staff records for six (6) years following the last day Staff are engaged in providing the Services or such longer period as may be required under any Enactment.

9A.4. The Service Provider shall provide the Council with access to all records relating to the Services upon request.

9A.5. The Service Provider shall provide and supply to the Council at no cost to the Council such other information or access to such information (including the Service Provider's policies and procedures) as the Council may reasonably request as to the provision of the Services and the performance of the Service Provider's obligations under the Purchasing Terms and render the Council all reasonable assistance in connection with their monitoring and review.

9A.6. The Service Provider shall permit the Council, or its nominated auditor, to access the Service Provider's premises and records on reasonable notice in order to audit the Service Provider's performance of the Purchasing Terms.

9A.7. The Council is required to monitor and report to the Department for Energy

and Climate Change (“DECC”) on its service providers' CO2 emissions on an annual basis. The Service Provider undertakes to provide the Council with such information relating to its CO2 emissions as the Council may require from time to time in order to fulfil its obligations to DECC.

9A.8. The Service Provider’s Representative shall liaise with the Council’s Contact on all day-to-day matters relating to the Purchasing Terms.

9A.9. Reviews shall be carried out in accordance with the provisions of the Monitoring/Review Schedule.

10 Statutory Obligations

10.1 The Service Provider shall, in the provision of the Services and the performance of its obligations under the Purchasing Terms, comply with all Enactments including, any associated regulations, and any subsequent amendments or re-enactments.

10.2 The Service Provider shall act in respect of any person who receives Services under the Purchasing Terms as if it were a public authority for the purposes of the Human Rights Act 1998. This Condition 10.2 shall be enforceable by persons who receive Services under the Purchasing Terms.

11 Emergency Sub-contracting

11.1 Should it become necessary in an emergency for the Service Provider to arrange to sub-contract the provision of the Services and the Service Provider is unable to contact the Council for consent pursuant to Condition 23 then the Service Provider may sub-contract in accordance with Schedule 1 provided that:

11.2.1 the sub-contracting shall not continue beyond 1 Working Day and thereafter the provisions of Condition 23 (Assignment and Sub-contracting) shall apply;

11.2.2 the sub-contracting shall not relieve the Service Provider from any liability or obligation under the Purchasing Terms and the Service Provider shall be responsible for the acts, omissions, defaults or neglect of any sub-contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Service Provider;

11.2.3 the Service Provider will inform the Council’s Contact as soon as possible, and within no later than 24 hours;

11.2.4 the Service Provider will ensure that the driver and any escort of the sub-contractor has an OCC identification badge

11.2 Notwithstanding the Service Provider’s obligation to provide the Services the Service Provider shall forthwith notify the Council’s Contact of any likelihood of delay, cessation or other problem in performing the Services which will or may cause the Service Provider to be in breach of the Call-Off Contract and the reasons therefore.

12 Data Protection and Freedom of Information

- 12.1 With respect to the parties' rights and obligations under the Purchasing Terms, the parties agree that the Council is the Data Controller and the Service Provider is the Data Processor. For the avoidance of doubt, and notwithstanding any other provisions of the Purchasing Terms, the Service Provider shall transfer all Personal Data to the Council on expiry or termination of the Purchasing Terms, unless the Council otherwise specifies.
- 12.2 The Service Provider shall in connection with the provision of the Services and the performance of its obligations under the Purchasing Terms:
- 12.2.1 Comply with the requirements of the Data Protection Legislation; and
- 12.2.2 Comply with the provisions of the Information Governance Schedule (Schedule 9).
- 12.3 Without prejudice to any other provisions of the Purchasing Terms, the provisions of Conditions 12A and 19 shall apply to Personal Data to the same extent as applicable to Council Data.
- 12.4 The Council may on not less than 30 Working Days' notice to the Service Provider amend the Purchasing Terms to ensure that it complies with Data Protection Legislation.
- 12.5 The Service Provider shall co-operate with the Council and supply to it all information properly required in connection with any request received by the Council under the FOIA or the EIRs and shall supply all such information and documentation at no cost to the Council within 7 days of a request from the Council.
- 12.6 The Service Provider acknowledges that in responding to requests received by the Council under the FOIA or the EIRs, the Council will be entitled to provide information relating to the Purchasing Terms.
- 12.7 The Council may publish this Contract in its entirety to the general public (but with any information which is exempt from disclosure under the FOIA and/or the EIRs redacted).

12A Council Data and Security Requirements

- 12A.1 The Service Provider acknowledges that the Council Data is the property of the Council and the Council hereby reserves all Intellectual Property Rights which may subsist in the Council Data.
- 12A.2. The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Council Data.
- 12A.3. The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council.

12A.4. To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council or any provider acting on the Council's behalf to deliver services similar to the Services as requested by the Council. The Service Provider shall take all actions necessary to ensure that it can legally comply with this obligation.

12A.5. The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data.

12A.6. The Service Provider shall ensure that any system or media on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's written instructions.

12A.7. All Council Data shall be stored in a useable format to ensure that the Service Provider can comply with Condition 35.2.

12A.8. If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:

12A.8.1 require the Service Provider (at the Service Provider's cost and expense) to restore or procure the restoration of the Council Data and the Service Provider shall do so as soon as practicable but not later than five Working Days from the corruption, loss or degradation; and/or;

12A.8.2 itself restore or procure the restoration of the Council Data and shall be repaid by the Service Provider any reasonable costs and expenses incurred in doing so.

12A.9. If at any time the Service Provider suspects or has reason to believe that the Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council immediately and take such remedial action as the Council shall reasonably require or as may be necessary to preserve, safeguard or restore the Council Data and keep the Council informed of all remedial action taken.

12A.10. The Service Provider shall comply with all relevant Council policies where the Service Provider has access (remote or otherwise) to any systems or equipment of the Council.

12A.11. Where the Service Provider access the Council's ICT systems, it must comply with all instructions and guidance issued by the Council from time to time relating to the Service Provider's access and use (remote or otherwise) of the Council's ICT systems and ensure all Staff are made aware of this obligation. The Service Provider must ensure that it has a comprehensive training system in place for all Staff, including induction procedures and regular awareness sessions related to information sharing protocols.

12A.12. Where the Service Provider accesses the Public Services Network in connection with the Services, the Service Provider shall comply with the standards set out in the Public Services Network Code of Connection and shall provide to the Council such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with the obligations referred to in Condition 12A.11. For the avoidance of doubt the

Public Services Network Code of Connection referred to in this Condition 12A.12 shall mean all such policies as amended or substituted by government.

12A.13. The Service Provider shall permit the Council, or its nominated agent, to access the Service Provider's premises to test its data security measures and its compliance with this Condition 12A.

13 Equal Opportunities

13.1 The Service Provider shall not in relation to:-

(i) the employment of persons for the purposes of providing the Services, or
(ii) in relation to the provision of the Services to any Service User, unlawfully discriminate within the meaning of any Enactment relating to discrimination or equality whether in relation to race, gender, religion or belief, disability, age, sexual orientation or otherwise and shall where reasonably requested by the Council assess and monitor its policies and practices as to their impact on the promotion of equality and report on this to the Council.

13.2 The Service Provider shall in relation to:-

(i) the employment of persons for the purposes of providing the Services or
(ii) in relation to the provision of the Services
comply with the duties imposed by the Equality Act 2010 and will assist the Council in meeting its duties under the Equality Act 2010.

13.3 This Condition 13.1 (ii) and 13.2(ii) shall be enforceable by Service Users.

14 Health and Safety

14.1 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work etc Act 1974 and of all other Enactments pertaining to health and safety which may apply in the performance of the Purchasing Terms.

14.2 The Service Provider will promptly notify the Council of a RIDDOR notifiable event which may arise in connection with the performance of the Purchasing Terms.

14.3 The Council may suspend the supply of the Services by the Service Provider in the event of non-compliance by the Service Provider on health and safety matters and the Service Provider shall not resume provision of Services unless the Council is satisfied that the non-compliance has been rectified. The Council's consent to resume shall not be unreasonably withheld.

14.4 Without prejudice to the generality of Condition 14.1, the Service Provider shall maintain its own health and safety policy in accordance with the Health and Safety at Work etc Act 1974. The Service Provider shall provide a copy of such policy to the Council upon request and shall notify the Council of any revision to it.

15. Extension of the DPS Agreement Period and the Call-Off Contract Period

15.1 Unless otherwise specified in the Particulars, the Council may extend the DPS Agreement Period on the same terms (including, for the avoidance of doubt, at the same rates). The maximum period for which the DPS Agreement Period may be extended is specified in the Particulars.

15.2 The Council may extend any Call-Off Contract Period on the same terms (including, for the avoidance of doubt, at the same Call-Off Contract Price) upon written notice to the Service Provider. The relevant notice period and the maximum period for which the Call-Off Contract Period may be extended will be specified in the Statement of Work.

16 Safeguarding Policies and Procedures

16.1 The Service Provider shall comply with the Oxfordshire Safeguarding Adults Board's policies and procedures as amended from time to time.

16.2 The Service Provider shall ensure that it has in place systems, policies and procedures to ensure the protection of children and young people consistent with the Oxfordshire Safeguarding Children Board's ("OSCB's") Procedures Manual (<http://oxfordshirescb.proceduresonline.com/>), as amended from time to time, and section 11 of the Children Act 2004 and shall ensure compliance with such systems, policies and procedures.

16.3 Unless completed and returned prior to the Commencement Date as part of the Contract procurement process the Service Provider shall complete and return to the Council within one month of the Commencement Date an OSCB "Section 11- Self Assessment" using the toolkit provided by the Council's designated quality and contracts officer. Throughout the Contract Period, upon the anniversary of the Commencement Date and at other times upon the reasonable request of the Council, the Service Provider shall update the 'Section 11- Self Assessment' and return it to such officer. The Service Provider shall promptly address any shortcomings identified.

17 Complaints

17.1 If any complaint or significant concern is made or raised (whether orally or in writing) concerning the Services, the Service Provider shall immediately investigate it in a courteous and efficient manner and take such corrective action as is appropriate. The Service Provider shall record details of all complaints and concerns and how they were resolved in a written register. The register will be freely available to the Council.

17.2 The Service Provider shall provide any information requested by the Council in connection with any complaint or significant concern relating to the Services (whether made to the Council or the Service Provider and whether made orally or in writing) and co-operate fully and promptly in every way required by the Council or by any person or body conducting any investigation regarding a complaint or significant concern including attending meetings, and permitting Staff to attend meetings and allowing access to and investigation of documents and data.

18 Gratuities

The Service Provider shall ensure that no Staff solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services.

19 Confidentiality

19.1 The Service Provider shall not, and shall ensure that Staff shall not:

19.1.1 use or disclose any confidential material provided by the Council pursuant to the Purchasing Terms or by any user of the Services otherwise than for the performance of the Contract save as may be agreed by the Council or required by law; or

19.1.2 disclose any confidential material provided by the Council pursuant to the Purchasing Terms or by any user of the Services save as may be agreed by the Council or required by law.

For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of the Purchasing Terms; or (c) any information which was rightfully in the possession of a party prior to the disclosure by the other party and lawfully acquired from sources other than the other party.

19.2 The Service Provider shall take all necessary precautions to ensure that confidential information is only made available to Staff on a “need to know” basis and shall ensure that such Staff are aware of and comply with the confidentiality obligations under the Purchasing Terms.

20 Indemnity

The Service Provider shall indemnify and keep indemnified the Council from and against any and all claims, demands, proceedings, actions, damages, costs, expenses, loss and liability arising from a Default, save to the extent that it arises from any default or negligence of the Council or its employees provided always, for the avoidance of doubt, that this does not extend to any loss of profits suffered by the Council.

21 Insurance

21.1 Without prejudice to Condition 20, the Service Provider shall at all times maintain insurance cover with a reputable company, as follows:

21.1.1 public liability insurance (minimum of £5,000,000 (five million) per claim); and

21.1.2 employer’s liability insurance (minimum of £10,000,000 (ten million) per claim).

21.2 The Service Provider shall ensure that whenever a vehicle is in use for the provision of the Services there is in force such a policy of insurance in respect of third-party risks as complies with Part VI of the Road Traffic Act 1988.

Such insurance shall be effected only with a person or persons for the time being authorized by the Secretary of State to carry on a motor insurance business. The Service Provider shall notify the Council immediately of any alterations or cancellation or change of cover to the Service Provider's insurance.

- 21.3 The Service Provider shall supply to the Council annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.
- 21.4 The Service Provider shall give immediate notice to the Council in the event of any incident in connection with the Services which causes any personal injury or damage to property and which may be the subject of a claim under the Council's insurance and shall give all information and assistance that the Council's insurers may require and shall not make any admission without the written consent of the Council's insurers. The Service Provider shall permit the Council's insurers to take proceedings in the name of the Service Provider to recover compensation in respect of any matter covered by the Council's insurers. This Condition 21.4 is without prejudice to Condition 20.
- 21.5 The Service Provider shall immediately notify the Council if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Purchasing Terms.

22 Publicity and Advertising

- 22.1 The Service Provider shall not without prior consultation with the Council seek any publicity or, without prior notification, make any announcement to the press or respond to press enquiries relating to the Services or any Service User and shall, where reasonably practicable, agree joint press releases with the Council.
- 22.2. Where the Services are provided to service users on behalf of the Council, the Service Provider shall use all reasonable endeavours to ensure that the public is aware that the Services are delivered on behalf of the Council, and this should include the use of the Oxfordshire County Council logo on publicity material, followed by the words "SUPPORTED BY OXFORDSHIRE COUNTY COUNCIL".

23 Assignment and Sub-Contracting

- 23.1 The Service Provider shall not assign the benefit or advantage of the Purchasing Terms in whole or in part or subcontract the provision of the Services to any person without the written consent of the Council, and should such consent be given it shall not relieve the Service Provider from any liability or obligation under the Purchasing Terms and the Service Provider shall be responsible for the acts, omissions, defaults or neglect of any subcontractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Service Provider.

- 23.2. The Service Provider shall not sub-contract the provision of the Services to any person to whom any of the mandatory exclusion criteria set out at Regulation 57 of the Public Contracts Regulations 2015 apply.
- 23.3 Where the Council gives consent to the Service Provider sub-contracting the Services (or any part of the Services) under Condition 23.1, such consent shall be limited to the matters within the scope of that permission and the Service Provider shall not proceed unless it has satisfied any matters required by the Council as a condition of grant of its consent.
- 23.4. Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:
- 23.4.1. provisions having the same effect as Conditions 7.4 to 7.6 of this DPS Agreement; and
- 23.4.2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Conditions 7.4 to 7.6 and this Condition 23.4.
- 23.5. Where the Service Provider enters into a sub-contract with a supplier or contractor for the purpose of performing the Purchasing Terms such sub-contract must impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to the Purchasing Terms to the extent practicable and the Service Provider shall procure that the sub-contractor complies with such terms.
- 23.6 “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

24 No Agency/Employment/Partnership

Nothing in the Purchasing Terms shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the Council and the Service Provider and the Service Provider shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the Council and nor shall the Service Provider hold itself out as having authority to bind the Council and shall ensure that Staff do not hold themselves out likewise.

25 Service of Notices

- 25.1 Any demand, notice or other communication required to be given under the Purchasing Terms shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post or facsimile transmission to the registered office or last known address of the Service Provider where notice is required to the Service Provider and to the Transport Hub Manager, Oxfordshire County Council, Oxford where notice is required to the Council unless otherwise specified.
- 25.2 Any such communication shall be deemed to have been made two Working Days from the date of posting (if by letter) and if by facsimile transmission on

the date of such transmission where it is a Working Day save that transmissions received after 4 p.m. shall be deemed to have arrived on the following Working Day and transmissions received on a day which is not a Working Day on the first Working Day after the transmission.

26 Termination

Termination by the Council

26.1 The Council may terminate the DPS Agreement and/or any Call-Off Contracts by notice in writing, such notice to have effect from the date specified in it, and recover from the Service Provider the amount of any loss resulting from the termination of any Call-Off Contracts if the Service Provider or any of its Staff (in all cases whether or not acting with the Service Provider's knowledge):

26.1.1. commit a Prohibited Act, or

26.1.2. give any financial or other advantage to any person working for or engaged by the Council.

26.2. If the Service Provider:

26.2.1. commits a material Default and the Service Provider has not remedied the Default to the satisfaction of the Council within 20 days or such other shorter or longer period which may be specified by the Council after issue of a written notice specifying the Default and requesting it to be remedied; or

26.2.2. commits a material Default which is not capable of remedy (including no longer meeting any of the Selection Criteria); or

26.2.3. commits a Default on a persistent or repeated basis, whether in respect of the same or different obligations of the Service Provider under the Purchasing Terms and whether or not rectified; or

26.2.4. is an individual or a firm and a petition is presented for the Service Provider's bankruptcy or a criminal bankruptcy order is made against the Service Provider or any partner in the firm, or the Service Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or an administrator is appointed to manage the Service Provider's affairs; or

26.2.5. is incorporated, and passes a resolution for its winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation the Service Provider or any person gives or files notice of intention to appoint an administrator or such an administrator is appointed, or the court makes a winding-up order, or the Service Provider makes a composition or arrangement

with its creditors, or an administrator, administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

- 26.2.6. is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 26.2.7. ceases to carry on its business or disposes of all its assets or ceases to carry on a substantial part of its business or disposes of a substantial part of its assets which in the reasonable opinion of the Council would materially affect the delivery of the Services; or
- 26.2.8. without the consent of the Council (such consent not to be unreasonably withheld or delayed) undergoes a change of control and for this purpose where the Service Provider is a company, there is a change of control if the majority of shares carrying a right to vote in the Service Provider or its holding company are acquired by a person who is not at the date of the DPS Agreement a major shareholder ("holding company" having the same meaning as in section 1159 of the Companies Act 2006) save that if there is a change of control which is only a change from one subsidiary company to another ("subsidiary company" having the same meaning as in section 1159 of the Companies Act 2006) then that shall be deemed not to be a change of control for the purposes of this Condition 26.2.8;
- 26.2.9. is subject to any event or proceedings in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 26.2.4 to 26.2.8;
- 26.2.10. is convicted (or any member of Staff is convicted) of a serious criminal offence related to the business or professional conduct;
- 26.2.11. commits (or any member of Staff commits) an act of grave misconduct in the course of the business;
- 26.2.12. is in breach of any warranty given in the Purchasing Terms;
- 26.2.13. has provided any information as part of its Application including that given in the questionnaire or given information to the Council at any time prior to the Council entering into a binding contract with the Service Provider which proves to be materially untrue or incorrect, or
- 26.2.14. has a contract for services which are similar to the Services terminated by the Council due to the Service Provider's default,

then in any such circumstances the Council may, without prejudice to any other rights or remedies of the Council, terminate the DPS Agreement and or any Call-Off Contracts in whole or in part by notice in writing, such notice to have effect from the date specified in it. By way of example, the Council is entitled to terminate all Call-Off Contracts and the DPS Agreement where the Service Provider is in breach of a Call-Off Contract.

- 26.3. Where the DPS Agreement and/or any Call-Off Contract is/are terminated by the Council under Condition 26.1 or 26.2:
- 26.3.1. the Council shall be entitled to recover from the Service Provider the amount of all and any losses resulting from the termination; and
 - 26.3.2. the Council shall cease to be under any obligation to make any payment until the costs, loss and/or damage resulting from or arising out of the termination of the DPS Agreement or Call-Off Contract as the case may be shall have been calculated and the Council shall then be entitled to deduct from any sum or sums due from the Council to the Service Provider under the DPS Agreement or Call-Off Contract the amount of such costs, loss and/or damage.
- 26.4 The Council shall be entitled to suspend the provision of the Services and carry out itself, or engage a third party to carry out, the Services or any of them on a temporary basis (without terminating the DPS Agreement or Call-Off Contract) where the Service Provider is in Default and the Service Provider shall be liable for any costs incurred by the Council in this regard.
- 26.5 If any of the circumstances allowing the Council to terminate the Purchasing Terms pursuant to Conditions 26.2.4 to 26.2.10 inclusive arise the Service Provider must promptly notify and provide all related information reasonably required by the Council to the Council.
- 26.6 The rights of the Council under this Condition 26 to terminate the Call Off Contract shall, where the Service Provider is operating more than one Route under these Purchasing Terms, include the right at the Council's discretion to terminate the Call Off Contract in whole or to terminate one or more Routes and references in this Condition 26 to termination in part shall be construed accordingly.
- 26.7 The Council shall be entitled to terminate the Contract or reduce the Services on written notice to the Service Provider where the Council's funding is reduced (including, for the avoidance of doubt, totally withdrawn). For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

Termination by the Service Provider

- 26.8. If the Council commits a material breach of a Call-Off Contract which:
- 26.8.1. the Council has not remedied to the satisfaction of the Service Provider within 20 days or such longer period which may be specified by the Service Provider after issue of a written notice specifying the material breach and requesting it to be remedied; or
 - 26.8.2. is not capable of remedy,
- then in any such circumstances the Service Provider may, without prejudice to any other rights or remedies of the Service Provider terminate the Call-Off

Contract by notice in writing, such notice to have effect from the date specified in it.

- 26.9. The Service Provider shall have the right to be removed from the DPS upon giving one month's notice in writing to the Council. For the avoidance of doubt, Call-Off Contracts awarded to the Service Provider prior to the removal from the DPS shall continue until terminated in accordance with Purchasing Terms.

Termination under the Public Contract Regulations 2015

- 26.10 If the Service Provider was, at the time of contract award, in one of the situations referred to in Regulation 57(1) (including as a result of the application of Regulation 57(2)) of the Public Contracts Regulations 2015, the Council may, without prejudice to any other rights or remedies of the Council, terminate the Purchasing Terms by notice in writing, such notice to have effect from the date specified in it.
- 26.11 Termination pursuant to Condition 26.10 shall be deemed to be termination under Condition 26.2 for the purposes of Conditions 26.3 and 35.4.
- 26.12 If the circumstances allowing the Council to terminate the Contract pursuant to Condition 26.10 arise the Service Provider must promptly notify and provide all related information reasonably required by the Council to the Council.
- 26.13 In the event that:
- 26.13.1 the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contract Regulations 2015; or
 - 26.13.2 the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaty on the Functioning of the European Union or the Treaty on the European Union and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union,
- 26.14 The Council may, without prejudice to any other rights or remedies of the Council, terminate the Contract by giving reasonable notice to the Service Provider.

Suspensions

- 26.15 The Service Provider must meet the Selection Criteria at all times and shall notify the Council within 5 Working Days if it no longer meets any of the Selection Criteria. The Service Provider acknowledges that the Council reserves the right to, at its sole discretion, suspend or expel the Service Provider from the DPS, dependent on the nature of such changes, particularly

if such changes are to the detriment of the performance or standards of this DPS Agreement.

26.16 The Council may suspend the Service Provider from the DPS for reasons such as but not limited to the following:

26.16.1 safeguarding concerns; or

26.16.2 persistent failure to perform Services at the standards set out in these Purchasing Terms which has resulted in a Route termination

and the Service Provider shall not be able to tender for new services until the Council is satisfied that the Service Provider has shown evidence to demonstrate that it has taken sufficient measures to rectify its non-compliance or prevent further under-performance.

26A. **Break Clause**

26A.1 The Council shall have the right to terminate the DPS Agreement in whole or in part (including by terminating in respect of one or more Lots) at any time by giving not less than 6 months' written notice to the Service Provider unless otherwise specified in the Particulars. For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

26A.2 The Council shall have the right to terminate the Call Off Contract at any time by giving to the Service Provider, not less than 42 School Days' written notice where the number of seats specified in the Call Off Contract is 16 or above, or 10 School Days' written notice where the number of seats specified in the Call Off Contract is 15 or below.

26A.3 Where the Service Provider is operating more than one Route under the Call Off Contract, the Council shall have the discretion to terminate the Call Off Contract in whole or to terminate one or more Routes pursuant to this Condition 26A. For the avoidance of doubt no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

26A.4 The Service Provider shall have the right to request to terminate the Call Off Contract at any time by giving notice to the Council. Termination of the Call Off Contract under this clause shall be at the absolute discretion of the Council having regard to the circumstances of each case and of each Service Provider.

27 Business Continuity and Force Majeure

27.1 Without prejudice to Condition 4.3, the Service Provider shall ensure it has appropriate business continuity arrangements in place to deliver the Services without disruption and shall implement such arrangements in the event of any Force Majeure Event, emergency, disaster or other

circumstance which affects the ability of the Service Provider to provide the Services.

- 27.2 If either party is affected by a Force Majeure Event it shall immediately notify the other party in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of any relevant change of circumstances whilst such Force Majeure Event continues.
- 27.3 The party affected by the Force Majeure Event shall take all reasonable steps available to it to minimise the effects of the Force Majeure Event on the performance of its obligations under the Call Off Contract.
- 27.4 Save as provided in Conditions 27.6 and 27.7, a Force Majeure Event shall not entitle either party to terminate the Call Off Contract and neither party shall be in breach of the Call Off Contract, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to a Force Majeure Event.
- 27.5 If the party affected by a Force Majeure Event fails to comply with any of its obligations under Condition 27.1, 27.2 or 27.3 above then no relief for the Force Majeure Event, including the provisions of Condition 27.4 above, shall be available to it and the obligations of each party shall continue in force.
- 27.6 If a Force Majeure Event results in the suspension of the provision of the Services, the Council shall not be obliged to pay the Call Off Contract Price until such time as such suspension has ceased. If the provision of the Services is partly suspended, the Council shall pay a pro rata amount for those Services it has received.
- 27.7 If in the Council's reasonable opinion a Force Majeure Event results in disruption to more than 50% of the Services provided and such disruption continues for a continuous period of a month or longer (unless otherwise specified in the Particulars), the Council shall be entitled to terminate the Call Off Contract on giving one week's notice to the Service Provider with termination taking effect upon the expiry of such notice.

28 Severance

If any of these Conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

29 Disputes

- 29.1 A dispute relating to the provision of the Services, the Call-Off Contract Price, or payments which cannot be resolved in the first instance between the Service Provider's Representative and the Contract Manager within a month shall be referred to persons specified in the DPS Particulars.
- 29.2 Nothing in this Condition 29 shall prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other party of any proprietary interest or any breach of that party's obligations.

- 29.3 Services to be provided under the Purchasing Terms shall not cease or be delayed by this dispute resolution procedure.
- 29.4 If any dispute cannot be resolved between the Service Provider and the Council within a month of referral as set out in Condition 32.1, then the Service Provider or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("**CEDR**") Model Mediation Procedure.
- 29.5 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 29. The initiating party shall send a copy of such request to CEDR.
- 29.6 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- 29.7 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

30 Waiver

- 30.1 The failure of the Council or the Service Provider to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 30.2 No waiver shall be effective unless it is communicated to the Council or the Service Provider in writing and expressly stated to be a waiver.
- 30.3 A waiver of any right or remedy arising from a breach of Purchasing Terms shall not constitute a waiver of any right or remedy arising from any other breach of the Purchasing Terms.
- 30.4 Unless otherwise provided in the Purchasing Terms, rights and remedies under the Purchasing Terms are cumulative and do not exclude and are without prejudice to any rights or remedies provided by law, in equity or otherwise.

31 No Fetter

Nothing in the Purchasing Terms shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions.

32 Restrictions as to Value of Call-Off Contracts

The Service Provider may be limited as to the cumulative value of Call-Off Contracts which can be awarded to it at any one time by the Council in accordance with the provisions of Schedule 7 (Limits on Call-Off Contract Values).

33 Variations to the Purchasing Terms

The Council shall be entitled to vary the terms of the DPS Agreement on giving 3 months' notice to the Service Provider of the proposed changes. For the avoidance of doubt, such notice may be given by email to the email address of the Service Provider's Representative. The Service Provider shall be entitled to terminate the DPS Agreement where it does not wish to accept the new terms at the end of the 3-month period. For the avoidance of doubt, no change to the DPS Agreement shall affect existing Call-Off Contracts which shall remain in full force and effect on their original terms.

34 The Contracts (Rights of Third Parties) Act 1999

34.1. Other than as set out in Conditions 8A, 10.2 and 13.3, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Purchasing Terms, but this does not affect any rights which are available apart from this Act.

34.2 Any amendment to the Purchasing Terms may be made, including altering or extinguishing any third-party rights, without the consent of any third party.

35. Recovery and Handover on End of Purchasing Terms and Effect of Termination

35.1. The expiry or termination of the Purchasing Terms for whatever reason shall not affect any provisions of the Conditions capable of surviving or operating in the event of termination of the Purchasing Terms (including without limitation Conditions 8.1, 8A.4, 8A.6, 9.1, 9A.2 - 9A.6 21.4, 26.3, 26.5, 26.7 and 35) and termination of the Purchasing Terms shall be without prejudice to the rights and remedies of one party against the other party.

35.2. On expiry or termination of the DPS Agreement and each Call-Off Contract howsoever arising, the Service Provider shall, unless the Council requests destruction of the Council Data, make arrangements with the Council to forthwith deliver to the Council, at no additional cost all Council Data. Where the Council Data is delivered to the Council it shall be delivered in such usable format as the Council may reasonably specify, or in the case of IT data, in Common Data Interchange Format (CIF) unless otherwise specified by the Council.

35.3 Where the Council requests destruction of the Council Data, the Service Provider shall securely destroy and permanently delete the materials forthwith and shall provide a certificate signed by an authorised signatory confirming that such materials have been destroyed.

35.4. When a Call-Off Contract expires or terminates (for whatever reason), the Council may require the Service Provider to use all reasonable endeavours to assist the Council in the transfer of the provision of the Services to either the Council or a third party nominated by the Council and give the Council and/or such third party nominated by the Council such help as may be reasonably necessary to enable such transfer to take place smoothly. This shall be at the Service Provider's cost where the Purchasing Terms are terminated under Condition 26.1 or 26.2 above and otherwise at the Service Provider's then current rates, unless otherwise agreed.

35.5. Where the Council has terminated the DPS Agreement with the Service Provider pursuant to Condition 26.2.1, 26.2.2, or 26.2.3, then the Service Provider shall not be entitled to apply to rejoin the DPS for the Services for 12 months or such other period specified by the Council in its notice of termination. For the avoidance of doubt, the Service Provider will need to apply as if it were joining the DPS for the first time.

36. Change Control

36.1 Without prejudice to Conditions 26A1 – 26A3 and 26.7 and insofar as is lawful, the Council may give reasonable written notice from time to time requesting changes to the Services (whether by way of discontinuance of any Services, the addition of new Services or increasing or decreasing the quantity of the Services, or changes to the locations where or the manner in which the Services are to be provided) for any reason whatsoever.

36.2 Subject to Condition 36.5, in the event of such a change being requested, the Call Off Contract Price may also be varied. Such variation to the Call Off Contract Price shall be calculated by the Council and agreed with the Service Provider and shall be such amount as properly and fairly reflects the nature and extent of the change to the Services in all the circumstances, in particular, having regard to a pricing breakdown or other mechanism given in these Purchasing Terms.

36.3 The Service Provider shall provide such information as may be reasonably required to establish the feasibility of the change to the Services and to enable a variation to the Call Off Contract Price to be calculated.

36.4 No change to the Services or the Call Off Contract Price shall have effect unless agreed between the parties and recorded in writing and signed on behalf of the Council and the Service Provider.

36.5 In the event of a change being requested which would increase or decrease the route distance by no more than 10% the Contract Price shall not be varied.

37. Policies

Without prejudice to any other provision of this Contract, including but not limited to Condition 4.3, the Council may from time to time issue policies and/or minimum standards for policies in respect of:

- Safeguarding
- Health and safety
- Data protection
- Vehicles, maintenance and contingency planning
- Training and route familiarisation
- Communications

and the Service Provider shall operate the Services in compliance with such policies or standards (as applicable), either by adopting such policies or applying its own

policies which provide for at least the same minimum standards as the Council's policies or standards (as applicable).

38. Prevent Obligations

For the purposes of this Condition 38:

“Prevent Strategy” means the strategy published by the Government in 2011 to prevent people from being drawn into terrorism as set out in the document “Prevent Duty Guidance in England and Wales” (<https://www.gov.uk/government/publications/prevent-duty-guidance>)

38.1 Where the nature of the Services is such that Staff are in contact with persons who may be at risk of being drawn into terrorism:

38.1.1. the Service Provider shall provide all reasonable support and assistance to the Council in respect of the Council's duties under the Prevent Strategy; and

38.1.2. the Service Provider shall ensure that all Staff are given appropriate training in the Prevent Strategy including the identification and referral of those at risk of being drawn into terrorism.

38.2. Any member of Staff who becomes aware of a person who may be at risk of radicalisation must promptly raise a safeguarding concern in accordance with the Council's safeguarding policies and procedures.

39. Intellectual Property Rights

39.1. The Service Provider warrants and represents that neither the performance of the Call-Off Contracts nor the provision or use of the Services will in any way constitute an infringement or other violation of any Intellectual Property Rights of any third party.

39.2. Before utilising any material in relation to the performance of any Call-Off Contract which is or may be subject to any third-party Intellectual Property Rights, the Service Provider shall procure the necessary licences to enable the Council to use such material at all times for the Council's purposes at no cost to the Council.

39.3. All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs, reports or other material:

39.3.1. furnished to or made available to the Service Provider by the Council shall remain the property of the Council;

39.3.2 prepared by or for the Service Provider for use, or intended for use, in relation to the performance of any Call-Off Contract shall belong to the Council and the Service Provider shall not, and shall procure that Staff shall not (except when necessary for the implementation of the Call-Off Contract) without prior approval of the Council, use or disclose any such Intellectual Property Rights. The Service Provider shall, at its

cost and expense, do all such further acts and things and execute or procure the execution of all such documents as the Council may reasonably require, for the purpose of transferring any such Intellectual Property Rights to the Council.

Schedule 1
Specification

Oxfordshire County Council

Communities Directorate
Supported Transport Programme
Specification for Supported Transport DPS

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Section 1: Scope of Services

- 1.1 This Specification sets out the standards required by the Council from Service Providers while transporting both Mainstream and Higher Needs clients who could be considered as 'vulnerable' in comparison to other users.
- 1.2 The majority of the journeys are home to school travel within Oxfordshire. Other journeys include out of county, travel for vulnerable people aged over 16; respite care, after School and holiday clubs and various Social Care journeys.
- 1.3 Transport is typically provided using taxis (vehicles with eight passenger seats or fewer), minibuses (vehicles with up to sixteen passenger seats), buses and coaches. Sometimes a passenger assistant will be required and sometimes a tail-lift to facilitate the movement of passengers to and from a vehicle.
- 1.4 The work is divided up into discrete lots, which reflect the type of journey and the number of passengers to be carried.
- 1.5 The Service Provider shall ensure that all their staff are fully aware of the conditions of the Purchasing Terms including all aspects of the Specification.

Section 2: Operation of Services

- 2.1 The Service Provider shall provide a vehicle of sufficient seating capacity with a driver and a passenger assistant (where requested) to provide the Services specified by the Council, on every day required for each Call-Off Contract between the Council and the Service Provider.
- 2.2 The Service Provider must provide a valid and usable telephone number to enable contact during normal office hours, Monday – Friday. At all times the Service Provider must be able to contact drivers.
- 2.3 Unless otherwise specified in the call off contract, the Service Provider must agree specific boarding/ alighting arrangements with the school or establishment, and in some cases the parent\guardian. Any risks in such arrangements should be communicated to the Council's Contact immediately.
- 2.4 The Service Provider must inform the Council's Contact of any changes to the passenger list immediately.
- 2.5 The Service Provider shall comply with the timetable and route agreed with the Council, including any agreed amendments. After the award of a Call-Off Contract, the Service Provider will work with the Council's Contact to identify and introduce improvements to route efficiency and timing.
- 2.6 The operator must make every effort to maintain a cordial relationship with the school\establishment for the duration of the contract, including periodic checks with the school reception or responsible staff, and if necessary, face to face meetings with the school's senior management teams.

- 2.7 Providers must respond to Temporary Traffic Regulation Orders (TTRO) notifications by making reasonable adjustments if necessary to ensure continued delivery of the Services at the expected standard. Compensation payments for TTROs are covered within section 2 of the Finance Schedule (Schedule 6).
- 2.8 At least 10 days before the contract starts, or as soon as possible if the contract is tendered before 10 days before the contract starts
- 2.8.1 the Service Provider will agree the route taken with the Council, including any changes that are made from time to time.
- 2.8.2 the Service Provider, where requested by the council, will inform the Council of the names of the drivers that will be providing the Services including evidence that they are appropriately DBS checked and badged.
- 2.8.3 the Service Provider must arrange to meet with the relevant school to confirm:
- (i) The pick-up\drop off arrangements at the school,
 - (ii) Lines of communication including the exchange of phone numbers and email addresses,
 - (iii) An assessment of risks which should include the handover arrangements from the care of the Service Provider to the care of the school.

Where requested, these arrangements should be communicated to the Council within seven days of the first run and straightaway if changes are made thereafter.

- 2.9 Prior to the first run, the Service Provider shall drive the routes and identify how to deal with any hazards, or potential issues such as roadworks or access. Any subsequent changes in timetable must be communicated and agreed with the council.
- 2.10 The Service Provider must provide a working telephone number contact of an appropriately informed person who can be contacted from fifteen (15) minutes before the first pick up time in the morning to 5pm on each school/college day of the year. At all times the Service Provider must be able to contact driving Staff either by use of a mobile telephone or two-way radio.
- 2.11 Where surveillance equipment is installed, the Service Provider will ensure that any system fitted to a vehicle complies with the Information Commissioners Office "CCTV Code of Practice", and that:
- It is in operation at all times when the vehicle is operating the contract.
 - Notices are clearly displayed inside and outside the vehicle, advising passengers that surveillance equipment may be in use.

- All recordings are retained for a minimum of 30 days.
- Recordings are not shown to unauthorised persons.

2.12 On Special Educational Needs and Social care contracts, the use of CCTV will only be permitted where permission is granted by the Council.

2.13 Any recording made while the vehicle was being used in the provision of the Services shall be made available on request to the Council within 24 hours

Section 3: Safeguarding Policies and Procedures

3.1 For any safeguarding concerns, phone one of the numbers given below.

To report specific concerns about the abuse or neglect of an adult , call Social and Health Care	0345 050 7666
If you are worried that your manager or any other professional (e.g. teacher) may be abusing a child, call the Local Authority Designated Officer for Child Protection (LADO)	01865 810603
If you are concerned that a child may be being abused by someone other than your manager or another professional (e.g. parent). Please contact the Multi-Agency Safeguarding Hub (MASH)	0345 050 7666
To discuss general safeguarding concerns for the particular attention of the Transport hub call Or: Transport Quality Monitoring Team	01865 323500 gmcc@oxfordshire.gov.uk
If there is an urgent risk call	999

- 3.2 With exception of where the contracted journey to school is part of a public transport route the Service Provider shall have in place an enhanced Disclosure and Barring Service check prior to any employee of the Service Provider being allowed to work with children or vulnerable adults and where relevant, before the completion of a risk assessment process which has been undertaken and approved by OCC. Please note DBS checks should be renewed every three (3) years.
- 3.3 With exception of where the contracted journey to school part of a public transport route, the Service Provider shall keep a record of compliance with Condition 8.3.1.5(b) and the Council reserves the right to request evidence of this at any point.
- 3.4 Any allegation relating to the welfare of a child must be referred by the Service Provider to gmcc@oxfordshire.co.uk within twenty-four (24) hours of the concern being raised and before taking any action.
- 3.5 The Service Providers shall ensure that all drivers and escorts involved in providing services under this contract understand and abide by all conditions specified in the training material issued prior to receiving their DBS badge
- 3.6 The Service Provider is referred to Conditions 8 and 16. Refer to Schedule 8 for further information on all DBS processes.

Section 4: Vehicles

- 4.1 All vehicles used in the provision of the services shall be licensed (either Passenger Carrying Vehicle and/or Hackney Carriage/Private Hire in accordance with all relevant Enactments), maintained, equipped and operated as required by current legislation and must display a valid Passenger Carrying Vehicle Operator's license disc and a valid excise disc or a District Council Hackney Carriage/Private Hire License Plate (unless specifically exempt). If applicable, Vehicles shall display a school bus sign both at the front and at the rear in accordance with the Road Vehicles Lighting (Amendment) Regulations 1994.
- 4.2 The Council may request that, within 10 school days, evidence is provided by the Service Provider that a Vehicle is in road worthy condition according to VOSA or DVSA standards. Furthermore, the Council, having made such request, may request that a Vehicle is removed from service under these Purchasing Terms until evidence, to the reasonable satisfaction of the Council, is provided by the Service Provider that the Vehicle is in a road worthy condition according to VOSA or DVSA standards. Any necessary tests would be at the expense of the operator.
- 4.3 The Council reserves the right at any time to inspect any vehicle or back-up vehicle used in the provision of the Services and its maintenance records. When requested, the Service Provider will present vehicles for inspection at a place and time designated by the Council.

- 4.4 OCC may refuse to allow a vehicle to be operated if declared unfit by OCC officers. The Service Provider must then provide a replacement vehicle at no additional cost to the Council.
- 4.5 The Service Provider shall, on request, provide evidence that adequate facilities and qualified personnel are available (whether in-house or third party) to undertake all mandatory vehicle inspections, rectify defects and maintain their vehicles.
- 4.6 The condition of all vehicles used in the provision of the Services must be such that parents, passengers, clients and the public can have full confidence in the transport provided. The vehicle should be kept clean and tidy inside and outside, with litter being removed and damage, including graffiti, repaired promptly. The vehicle must be thoroughly cleaned at least once every fourteen days.
- 4.7 All Routes shall be operated by vehicles which provide sufficient seating capacity for the numbers of seats required under the Call Off Contract. The Service Provider may use more than one vehicle for a Route in order to provide the required number of seats with the agreement of the Council and, for the avoidance of doubt, all references in these Purchasing Terms to "Vehicle" shall be treated as references to each Vehicle which the Service Provider is using. The Vehicle must not be used to carry more passengers than permitted under current legislation affecting the Vehicle.
- 4.8 All seats shall be correctly installed and secured in the vehicle, be forward-facing, and (where required by any Enactment) be fitted with seatbelts. In addition, all routes operating Home to School Transport to a primary school must afford a seat belted Vehicle at all times. Drivers shall ensure that the passengers required to be transported under the Call Off Contract are wearing their seat belts at the start of all journeys and, so far as reasonably practicable, throughout all journeys. Where any passengers required to be transported under the Call Off Contract fail to wear their seatbelts on a persistent basis, the Service Provider will inform the Council. Any modification to the seats or seatbelts must have been carried out by an industry-approved installer, documented evidence of which must be available for inspection.
- 4.9 Rear facing doors, or a tailgate are only to be used:
- By passengers with normal mobility as a means of exit from the vehicle in an emergency.
 - For boarding/alighting passengers with limited mobility via a rear tail-lift; passengers shall not be allowed to walk up a ramp.
 - For boarding/alighting passengers in wheelchairs using either a rear tail-lift or a ramp and a powered winch.
- 4.10 All minibuses and larger Vehicles used on the Route must have:
- an automatic audible reverse warning device fitted which must work automatically when the reverse gear of the Vehicle is engaged; and
 - Automatic door sensors to trigger doors to reopen when any blockage is detected.

- 4.11 The Service Provider shall ensure that every vehicle used on any journey is suitable in all respects for the provision of the Service, complies with all Enactments as to its construction and use (including requirements relating to the Oxford city centre low emission zone, including but not limited to those in the Specification), and is in the charge of a qualified driver who holds the appropriate driver's licence for the vehicle.
- 4.12 At any stopping place where the vehicle will not be driven for longer than one minute (including where as part of a Journey or otherwise and including, without limitation, when the driver is on a break), the driver shall switch off the engine and shall not restart it until ready to depart.
- 4.13 The Service Provider shall ensure that (a) the number of passengers never exceeds the insured or licensed maximum; (b) the vehicle(s) is/are suitable for the type and condition of passengers to be carried; and (c) the vehicle(s) is/are always driven safely and with consideration to passengers' and other road users' needs.

Section 5: Drivers and Passenger Assistants

- 5.1 Taxi drivers shall have their licencing documents with them and available for inspection at any time. These will include:
- Council issued photo identity badge detailing the Disclosure and Barring Service unique reference and reference to safeguarding training having been carried out
 - Hackney Carriage (taxi) or Private Hire badge (photo ID).
 - Valid insurance document.
 - Driving Licence.
- 5.2 Bus/coach drivers shall have their licensing documents with them and available for inspection at any time. This will include the following:
- Council issued photo identity badge detailing the Disclosure and Barring Service unique reference and reference to safeguarding training having been carried out.
 - Driver's License – check for expiry date and License must indicate they have a PSV which is code D. Code D1 is for driving only up to a sixteen (16) seater and any driver with D70 can only drive an automatic vehicle.
 - Drivers must now carry a CPC license.
- 5.3 Where a passenger assistant is required for Services under a Call-Off Contract, the Service Provider will provide a passenger assistant on receiving written notice from the Council.
- 5.4 The Service Provider's drivers and passenger assistants are one of the main points of contact between the passenger, the Service Provider and indirectly the Council. It is essential that they are:

- Courteous, helpful and sympathetic to, and aware of, the needs of passengers who must be treated with respect, sensitivity and dignity at all times.
- Able to communicate clearly in spoken English, as verbal discipline and control may become necessary during a journey.
- Properly instructed as to the route, collection points and timetable.
- Required to collect and return vulnerable passengers (primary age or on any SEN or Social contract) to a responsible adult.
- Fully aware of the Service Provider's procedures in the event of an accident/incident, breakdown or emergency.
- Of a smart and tidy appearance.
- Otherwise than in relation to a public transport route, wearing a Council issued photo identification badge.

- 5.5 All drivers and passenger assistants, other than those in relation to a public transport route, shall have completed adequate training, including any training requested by the council, to perform their role. The Council reserves the right to see evidence of training upon request.
- 5.6 The Service Provider shall have a written procedure and programme to inspect all drivers' original DVLA issued driving licences (not photocopies) to determine that they are valid and correct.
- 5.7 If any driver is convicted of a moving traffic offence within the preceding four years, or if any person subsequently employed as a driver has been so convicted, the Service Provider shall immediately send details of the offence to the Council's Contact.
- 5.8 The Service Provider shall provide all its drivers and passenger assistants with a copy of the OCC publication *Taxis Driver, Passenger Assistant and Coach Driver Code of Conduct (September 2018)* or any subsequent revision. The Service Provider shall ensure that all drivers are conversant with the guidelines and comply with them.
- 5.9 Drivers and passenger assistants shall be trained in the action to be taken when there is not a responsible adult to meet a vulnerable passenger at the designated drop-off point.
- 5.10 Drivers and passenger assistants may be required to attend additional training as appropriate to passengers' needs. This may involve specific training and observation at a school or day centre.
- 5.11 For children with a higher level of special needs, passenger assistants may require additional training. This can be arranged via the Council's Contact, with training normally being provided by the educational establishment before placing the child on the contract.

- 5.12 Passenger assistants should, where possible, sit among the passengers in their care, not in the front or in any separate seat.
- 5.13 In the event of an incident the driver and/or passenger assistant shall provide an incident report, and if applicable an accident report to their manager. Copies shall be forwarded to the Council within 24 hours of such incident.
- 5.14 Drivers shall not convey unauthorised persons while providing the Services.
- 5.15 Drivers shall not make unauthorised stops while providing the Services, except for emergencies.
- 5.16 Drivers shall have a means of contacting their base at all times during the performance of the Services. While driving, drivers shall not use a handheld mobile phone or any other handheld mobile device which performs an interactive communication function by transmitting and receiving data, other than a two-way radio. Use of any communication equipment must comply with all applicable statutory and regulatory requirements.
- 5.17 The Service Provider shall exercise care when appointing passenger assistants, so as to meet as far as possible the special needs of the passengers being conveyed.
- 5.18 The Service Provider will be required to distribute to all passenger assistants, any literature produced by the Council and to require Staff to participate in any training programmes that are reasonably required by the Council, at no additional cost.
- 5.19 No driver with nine or more points on their licence shall be used in the provision of the Services without the Council's prior written consent. In the event that the Service Provider requests such consent, the Service Provider shall provide any information which the Council requests in order to consider the position.
- 5.20 To assist in the maintenance of punctual operation, the Service Provider shall ensure that every driver has available at all times during the provision of the Services a reliable and accurate method of telling the time.
- 5.21 Drivers shall not smoke in the visible vicinity of the schools or the identified pick up points.

Section 6: Accidents/Incidents, Emergencies and Breakdowns

- 6.1 The Service Provider shall have a contingency plan for dealing with vehicle failures, staff unavailability and similar emergencies.
- 6.2 In a breakdown or similar emergency:
- Passengers already on the vehicle shall be told promptly what has happened and what arrangements are being made to enable them to resume their journey.
 - A backup service shall be provided or other arrangements made to

cover the rest of the journey and any subsequent journeys. This shall be provided at the Service Provider's expense.

- If passengers are likely to be delayed by over 10 minutes on their journey, the Service Provider shall inform the Council's Contact.
- 6.3 The Council's Contact is to be advised of all breakdowns as a matter of priority and in any event by 10.00 am on the same day in the case of morning journeys and by 9.00 am on the following working day in the case of afternoon journeys.
- 6.4 In the event of a vehicle being involved in an accident/incident or a student is injured:
- The Service Provider shall inform the Council's Contact immediately. This shall apply irrespective of the severity of the accident/incident.
 - A written report of the accident/incident must be submitted to the Council within 24 hours.
 - When conveying wheelchairs, any wheelchair restraints deployed shall be removed from service immediately. The Service Provider shall ensure that the restraints are physically inspected and tested by a competent person to the requirements of ISO 10542, prior to further use.
- 6.5 Should it become necessary for a Service Provider to arrange for someone else to undertake its work in an emergency, the Service Provider may sub-contract to any service provider providing that service provider is able to supply proof that the driver to be used has a valid Oxfordshire County Council issued DBS badge.
- 6.6 In such an emergency, notice must be given to the Council's Contact as soon as possible and no later than 24 hours. Such sub-contracting shall not relieve the Service Provider from any liability or obligation under the Call Off Contract and the Service Provider shall use its best endeavours to rectify the problem necessitating the emergency sub-contracting within 24 hours.
- 6.7 For the avoidance of doubt, any sub-contracting not during an emergency or in an emergency and beyond one (1) Working Day shall require the written consent of the Council pursuant to Condition 23 (Assignment and Sub-Contracting) of the Conditions of Contract.

Section 7: Conduct of Passengers

- 7.1 All instances of inappropriate behaviour or abusive comments shall be reported promptly to the Council's contact who may refer to the Headteacher/College Principal/Day Service Manager or Care Manager as appropriate. In the event of serious inappropriate behaviour or abusive comments, the driver shall not require a passenger to leave the vehicle other than at the passenger's normal alighting point.
- 7.2 Discipline shall be achieved on the vehicle through verbal instruction using language that is not offensive. Physical force should never be used.

- 7.3 In the event of a passenger being involved regularly in incidents of serious inappropriate behaviour or abusive comments, the Service Provider shall discuss the matter with the council's contract who may refer to the relevant Headteacher/College Principal (Day Service Manager or Care Manager as appropriate), with a view to the individual being counselled or disciplined.
- 7.4 Only if the above approach fails to achieve the desired result may the Service Provider decline to carry a passenger. Any such arrangements shall be made through the Council's Contact.
- 7.5 Passengers shall not be allowed to smoke while being conveyed to and from their appropriate destination.
- 7.6 Acts of vandalism (e.g. torn seats, graffiti, etc.) shall be reported to the Headteacher / College Principal and the Council's Contact. OCC will not accept responsibility and will not meet any claims for compensation in the event of vehicles being damaged through vandalism.
- 7.7 Incidents causing the vehicle to be temporarily taken out of service (e.g. soiled seats, floors, etc.) shall be reported to the Day Centre Manager/Care Manager and the Council's Contact. OCC will accept claims for compensation if vehicles are damaged or temporarily taken out of service as a result of soiling, up to a maximum of £30 per incident.
- 7.8 Waiting time may be issued where approval is granted by The Council. In order for approval to be granted, the transport provider must inform The Council at the start of waiting time and at the end, failure to do so will result in no payment. Waiting time will be paid at a rate of £5.00 per 15 minutes with an additional £1.50 per 15 minutes where a passenger assistant is present.

Section 8: Operation in Severe Weather

- 8.1 The decision whether to operate shall rest with the Service Provider, based upon local weather and driving conditions. It will take into account that if passengers are transported into an establishment, it is the responsibility of the Service Provider and the Council to ensure their safe return later in the day.
- Should the Service Provider decide to operate a route, the Council may require evidence of the Service Provider's ability to physically inspect and assess the route before collecting passengers.
- 8.2 The Service Provider shall access the Council's website prior to its vehicles departing to determine whether schools, colleges or day centres have advised closure.
- 8.3 If transport is cancelled, only partially running or delayed, the Service Provider shall notify the Council's Contact, establishments and where appropriate, parents/carers. Information received by the Council will be posted on the Council's website.
- 8.4 The Service Provider shall maintain contact with the Council's Contact, schools, colleges and day centres to determine whether the establishment

has decided not to open, is partially open, or will close early, and to keep up to date with any changing circumstances.

- 8.5 In the event of major disruption the Council may issue countywide guidance based upon information received from the Meteorological Office and/or the Council's Highway Control.
- 8.6 When a vehicle cannot proceed because of severe weather and there are passengers on board, drivers and passenger assistants will be advised by the Council's Contact on what actions to take

Section 9: Training

- 9.1 The Service Provider shall have a training programme and guidelines to ensure drivers and passenger assistants comply with all legal requirements and Purchasing Terms (including this Specification).
- 9.2 Drivers and passenger assistants must be trained:
- in accordance with Oxfordshire Safeguarding Children & Adult Boards' Procedures, as amended from time to time.
 - Disability awareness training in accordance to Schedule 8 and the Safeguard Training Course Manual, as amended from time to time.

Section 10: Confidentiality

- 10.1 The Service Provider shall have:
- A written confidentiality agreement which all employees shall sign before being employed on Call-Off Contracts.
 - A written statement which is issued to all employees directing them not to disclose, in any way, confidential and sensitive passenger information.
 - A documented procedure to ensure that all confidential and sensitive information is kept safe and secure and never left in an unattended vehicle.
- 10.2 Outside operational hours all confidential and sensitive passenger information should be kept secure in locked filing cabinets and never left in open unattended files.
- 10.3 The Service Provider shall have a documented policy and procedure for handing over confidential and sensitive passenger information to drivers and passenger assistants, and for retrieving it and disposing of it in a manner agreed by OCC as soon as practicable after:
- The Call-Off Contract comes to a natural end.
 - The passenger no longer travels on the route.

- The passenger's details are changed/amended.
- The driver or passenger assistant change their routes.
- The driver or passenger assistant leaves the employment of the Service Provider.
- The Call-Off Contract is terminated by OCC.

Section 11: Enquiries and Complaints

- 11.1 All enquiries, comments and complaints received from the Council, members of the public, schools and any other interested parties are dealt with in an accurate, polite, courteous and sympathetic manner.
- 11.2 Staff are available at the Service Provider base to deal with enquiries about the Routes covered by the Call Off Contract, during normal office hours.
- 11.3 All complaints are handled and recorded in the manner prescribed in Condition 17 (Complaints) of the Conditions of Contract.

Section 12: Notice of Cancellation

- 12.1 The Council may give notice to the Service Provider to cancel a Route on days as set out in Schedule 6 (Finance). The consequences of a cancellation shall be as set out in Schedule 6 (Finance).

Section 13: Certifications and Documentations

- 13.1 The Council can request to check the Operator license issued by the Driver and Vehicle Standards Agency (DVSA). This will indicate the number of vehicles the company have registered and the number of licenses issued. The license (disc) can be transferred between vehicles. Checking how many licenses they have against number of contracts held locally or in neighbouring counties will indicate if the Operator is fraudulently duplicating licenses to obtain more work.
- 13.2 The Council can request the following documents for inspection:
- Operators licence in the contract entity's name
 - List of vehicles registered to the operator's licence
 - Sufficient operators discs for the number of vehicles operated
 - Valid safety inspection report forms per vehicle in accordance with DVSA guidelines (MOT)
 - Valid Motor insurance per vehicle
 - Public Liability Insurance documents
 - Employer Liability documents
 - Number of drivers
 - Driver licence documentation- expiry dates, points etc
 - List of OCC badged drivers

- CPC Documentation per driver
- List of recent foreign drivers employed.

Section 14: Specific to Mainstream School Transport

- 14.1 The Service Provider shall transport the pupils named by the Council from time to time (the “Entitled Notified Children”). Where the number of Entitled Notified Children for a Route is above 16, the Council will issue such Eligible Notified Children with a pass to evidence that they are entitled to travel.
- 14.2 Available Seats
- 14.2.1 The Service Provider shall provide Vehicles with the required number of seats specified in the, together with a driver, to carry out the Call Off Contract in accordance with the Route and Route Description specified by the Council, on each school/college day of the year
- 14.2.2 It will be permissible for an operator to sell spare seats, or provide increased capacity to cater for children not entitled to free school transport. It will also be permissible for a public service bus to be provided for children in year 6 and above.
- 14.2.3 On private bus services, an operator can sell any spare seats to children attending the same school or another OCC maintained school, Oxfordshire free school or Oxfordshire academy, however a minimum of 2 spare seats should always be available should the council need them following a student moving into the area or moving school. In this situation, the operator will inform the council of the names of the children conveyed privately. The council will specify in the call off document if these arrangements are not suitable for a particular call off.
- 14.2.4 The operator can sell seats at any time in the year except during the summer holidays. At that point, seats should not be sold until the council confirms the number of seats it is going to require for the new school year.
- 14.2.5 For a public bus service, a bus of a particular size or a shuttle arrangement should be provided that ensures a seat is available for all children entitled to free school transport. It is acknowledged that on the rare occasions (no more than once a fortnight) this might not be possible and a child may need to stand.
- 14.3 The Service Provider shall at all times comply with the timetable and Route Description agreed with the Council subject to any amendment agreed.
- 14.4 On award of the Call Off Contract, the Service Provider will work with the Council’s Contact to agree the most effective Routes to transport the Entitled Notified Children to school from the zone awarded.
- 14.5 In the event that any of the Entitled Notified Children are unable to travel on a Vehicle due to inadequate capacity being available at any time or by reason of a Journey failing to serve any part of the Route or leaving any Timed Point early,

and without prejudice to the Council's rights in respect of such Default, the Service Provider shall use its best endeavours to ensure that alternative facilities are provided (whether by the Service Provider or otherwise) within 45 minutes of the time specified in the Timetable to convey these persons to their respective destinations, and if such facilities are not provided within that period shall reimburse any expenses reasonably incurred by such persons in completing their Journey by other means. If such reimbursement is not made, and if the Council is satisfied beyond reasonable doubt (having regard to the operating record of the Service Provider and such other factors as may appear to it to be relevant) that a person was not carried as aforesaid and alternative facilities were not provided as specified above, the Council shall, upon application by the person or persons who incurred expenditure, reimburse such expenses and may withhold a like amount from payment otherwise due to the Service Provider for provision of the Service.

14.6 Bus and coach routes only:

14.6.1 The name of the Service Provider must be clearly indicated on the Vehicle by fleet name or livery.

14.6.2 All Vehicles shall display details of the contract number appropriate to the Route being operated in such a way as to be easily read by intending passengers and school/college staff as the Vehicle approaches stops.

14.6.3 The Service Provider shall have on file copies of all PCV Drivers' Certificates of Professional Competence (CPC) together with a record of the expiry date.

14.6.4 Buses shall be equipped to a minimum emissions standard of Euro 3, save where an Enactment (including requirements relating to the Oxford city centre low emission zone) or the specification of a particular call off contract require a higher emissions standard.

Section 15: Specific to Special Educational Needs & Social Care Transport

15.1 The Service Provider shall ensure that vehicles carrying passengers in wheelchairs conform to the Department of Transport's Code of Practice "The Safety of Passengers in Wheelchairs on Buses" VSE 87/1 May 1987, which includes a specification for fixing and spacing of vehicle floor track systems.

15.2 Where a passenger tail-lift is fitted to a vehicle, the tail-lift must comply with the LOLER (Lifting Operations and Lifting Equipment) Regulations 1998 and the PUWER (Provision and Use of Work Equipment) Regulations 1998, or as amended from time to time.

15.3 The Service Provider must hold documentary evidence of a statutory examination of the tail-lift at least every 6 months by a competent independent person, as specified in LOLER Regulations.

- 15.4 Any Service Provider supplying a wheelchair accessible vehicle is responsible for ensuring that the vehicle is fully equipped to carry wheelchairs safely at all times. This includes supplying:
- Appropriate standard four- point tie down straps for securing wheelchairs.
 - Inertia reel belts or other suitable two, three or four point harnesses for securing the passenger in the wheelchair.
- 15.5 The Service Provider shall ensure that all drivers and passenger assistants have been given proper training and are competent in securing wheelchairs to the floor track system of the vehicle, prior to working on the provision of the Services.
- 15.6 The Service Provider shall ensure that passengers are carried according to safe practice. At all times wheelchairs shall:
- Enter and exit the vehicle with the wheelchair and passenger facing inwards to the vehicle with the driver or passenger assistant manoeuvring the wheelchair from the rear.
 - Be carried forward-facing
 - Have their handbrake applied when travelling in the vehicle
 - Be secured symmetrically in the vehicle by a set of 4-point tie-down straps, or other specific recognised securing systems. Tail tie-down straps shall be attached to wheelchairs at the point indicated by the wheelchair manufacturer.
- 15.7 The power on electric wheelchairs shall be isolated (switched off) and the driver or passenger assistant shall take manual control of the wheelchair for entry and exit of the vehicle.
- 15.8 Passengers travelling in wheelchairs must also be secured to the vehicle floor track system by inertia reel seatbelts or four-point harness, in addition to securing the wheelchair. The seatbelt or harness must be used even if the wheelchair has its own integral harness. Drivers and passenger assistants must be fully aware of the various means of fastening and releasing passenger restraints.
- 15.9 To minimise the potential for head injuries in an impact, the driver or passenger assistant shall allow a clear space of at least 400mm behind and 650mm in front of the head of the wheelchair user.
- The shoulder belt anchorage shall be side wall anchored at a height level with or above the occupant's shoulder level.
- 15.10 Wheelchairs weighing over 85kg must be secured to the vehicle floor track system by extra-strength 4-point webbing restraints.

- 15.11 Service Providers shall ensure that drivers and passenger assistants have been given proper training in the operation of vehicle tail lift equipment and rear ramp and powered winch operation. They must be fully aware of the potential hazards to both passenger and operator associated with the operation of such equipment, prior to working on the provision of the Services.
- 15.12 All spare securing equipment for wheelchairs must be properly secured at all times to avoid potential danger while the vehicle is in motion or in the event of an accident. All equipment shall be removed from the floor track system when the wheelchair has been removed, to prevent a trip hazard.

**Schedule 2
Lots**

Lot No:		
1	Taxi and private hire – up to 7 passenger seats	Tenderers will be invited to quote for a vehicle with up to 7 seats and a driver. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
2	Taxi and private hire – wheel chair accessible vehicles	Tenderers will be invited to quote for a vehicle with up to 7 seats with a driver and wheelchair accessibility. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
3	Taxi and private hire – with a passenger assistant	Tenderers will be invited to quote for a vehicle with up to 7 seats with a driver and passenger assistant. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
4	Taxi and private hire – wheel chair accessible vehicles <u>and</u> passenger assistant	Tenderers will be invited to quote for a vehicle with up to 7 seats with a driver, passenger assistant and wheelchair accessibility. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
5	Minibus – 8 to 16 passenger seats	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
6	Minibus – wheel chair accessible vehicles	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver and wheelchair accessibility. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
7	Minibus – with a passenger assistant	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver and passenger assistant. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
8	Minibus – wheel chair accessible vehicles <u>and</u> passenger assistant	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver, passenger assistant and wheelchair accessibility. Services will include special education needs, children and adult social care

		transport needs and mainstream home to school transport needs.
9	Coach – 17+ passenger seats	Tenderers will be invited to quote for passenger seating capacity of 17 or more seats/number of children to be transported is 17 or more and a driver. Services will include mainstream home to school transport needs.

Schedule 3

Monitoring/Review

1 APPROACH

- 1.1 The Council and the Service Provider will work together for the duration of any Call-Off Contract. Any issues arising during the Call-Off Contract Period will be dealt with by the Service Provider and the Council's Contact person in an open and honest manner.
- 1.2 The Service Provider will be expected to share the Council's objectives to continually improve and take advantage of improvement opportunities and new technologies.

2. THE CONTRACT MANAGEMENT AND COMPLIANCE TEAM (Sometimes referred to as the Quality Monitoring Team – QM)

- 2.1 The Council's Contact for issues during a Call-Off Contract Period will be a member of the Council's Contract Management and Compliance Team as stated in the Call Off Contract. The Team email contact is:

QMCC@oxfordshire.gov.uk
- 2.2 The Service Provider's Representative shall attend meetings with the Council's Contact as required at reasonable notice by the Council to discuss the provision of the Services.
- 2.3 The Contract Management and Compliance Team will carry out spot checks from time to time. The Service Provider should ensure its drivers assist in such checks by making the necessary documents are available for inspection.

3. PERFORMANCE

- 3.1 The Service Provider and the Council's Contact will meet at least once a year to discuss any compliance issues, annual Performance Indicator outcomes and any general issues regarding efficiency and good performance. The Council's Contact will also use this opportunity to check that documents and compliances are up to date (see Schedule 1).
- 3.2 In addition to the annual review under 3.1, the Council may at any time carry out an assessment of the Service Provider's compliance with the terms set out in this Contract. The Council will work closely with the Service Provider in this instance and any corrective work agreed will be formally communicated to the Service Provider within five days of the meeting.
- 3.3 Failure to meet the Specification or standards set out in the Purchasing Terms, incidences of poor performance of any Service Provider may be subject to the warnings process set out in paragraph 4 below. Examples of poor performance include lateness, transport non-arrival, failure to

communicate with or late communication to the Council, failure to meet the performance Indicators shown in paragraph 3.6.

- 3.4 Where an issue has been identified, which has not been resolved within agreed timescales, or where there are re-occurrences of the same issue, the Council may impose a warning for non-compliance as shown in section 4. This will be administered by the Contract Management and Compliance Team who will be the first point of contact for service providers.
- 3.5 The rights of the Council to address performance issues are without prejudice to any other right or remedy that the Council may have under the Contract and the Service Providers are reminded that a repeated failure to resolve issues or major non-compliances may result in the termination of the Contract pursuant to the Conditions of Contract.
- 3.6 Performance Indicators include (but are not limited to):

KPI	Acceptable Performance
Number of substantiated complaints against the Service Provider per Call Off Contract	No more than 1 per year (multiple complaints about the same incident will be counted as one)
Number of breakdowns	No more than 1 per school term
Number of invoices submitted on time	No more than 1 late invoice submitted per year.

- 3.7 The Council reserves the right to add further Performance Indicators during the DPS Agreement Period including but not limited to the results of customer satisfaction surveys.
- 3.8 The Council also requires the Service Provider to assist in the provision of data to support the Council's broader performance, in particular the recording of vehicle mileage for its measurement of Carbon.

4. WARNINGS PROCESS

- 4.1 If the Council is satisfied that the Service Provider has failed to meet the required standard under the Specification or the Purchasing Terms, it may instate the Warnings' Process. The Council may in its absolute discretion proceed directly to any stage of the Warnings Process depending on the severity of the matter.
1. One repeat incidence of poor performance will result in the Service Provider being informed that the Warnings Process will be initiated if improvement is not seen – (an “**Informal Warning**”).
 2. A repeat of the same incident of poor performance following an Informal Warning will lead to issue of a **Stage 1 Warning**
 3. A repeat of the incident following a Stage 1 warning will result in a **Stage 2 Warning**; and
 4. A repeat following receipt of a Stage 2 Warning **may lead to a Route termination.**

Any additional costs incurred by the Council for making arrangements to cover the Route following termination will be charged to the Service Provider

- 4.2 A serious violation of the Specification or standards set out in the Purchasing Terms may lead directly to a Stage 1, Stage 2 or immediate route termination as in the examples shown below:

Examples of serious violations would include the following.

- A driver who had a DBS badge but in the incorrect company name printed on badge would result in a Stage 1 Warning.
- A driver who did not have a valid DBS badge under any name would result in a Stage 2 Warning
- A driver without the correct licence or road tax would result in a Stage 2 Warning.
- A substantiated incident that puts the safety of a child or vulnerable adult at significant risk would result in Route termination
- A driver who has been banned from driving either by law, or where their DBS badge has been revoked would result in Route termination.

This is by no means an exhaustive list

Schedule 4 DPS Call-off Process

Call-Offs

- 1.1 Successful Applicants will be added to approved supplier lists by Lot on the South East Business Portal which will be used to notify Successful Applicants of opportunities to tender for services via the South East Business Portal online system.
- 1.2 At Call-Off stages, all Successful Applicants for the relevant Lot will receive the notification of the opportunity. Successful Applicants can then submit a tender response to any of these notifications using the online system.
- 1.3 All Call-Offs will be executed via South East Business Portal. Successful Applicants will be invited to submit a tender within a defined time limit as set out in the Statement of Work at Schedule 5 of the DPS Agreement and the South East Business Portal opportunity. Time limits for submitting a tender will usually be 10 or more days. On occasion ad-hoc services required a shorter response time. Time limits will not be less than 48 hours.
- 1.4 The following information will be published at Call-Off stages as part of the invitation to submit a Tender (usually through publishing a draft Statement of Work in the form at Schedule 5 of the DPS Agreement):
 - Route specification
 - Special requirements
 - Call-off Contract period including extension and notice periods
 - Route specification & pricing document (mainstream)
- 1.5 Tenders will be evaluated by calculating the most economically advantageous offer to the Council based on lowest price but also including any additional cost that the Council may be liable for. The price for a Call-Off Contract would generally be set as a daily price or a price per journey however, not all packages of work are the same and a different pricing method may be required. Therefore, information published at the Call-Off stage will set out the basis on which the particular Call-Off Contract should be priced.
- 1.6 Notwithstanding the above, the Council reserves the right to include quality as award criteria when calculating the Most Economically Advantageous Tender. The following examples (but not limited to) are scenarios where quality will form part of the Call-Off Contract award criteria:
 - Safeguarding
 - First Aid training
 - Language (i.e. client's first language)
 - Training
 - Equipment
 - Co2 Vehicle Emissions
 - Route & Timetables

1.7 The Call-Off Contract award criteria and the weighting for each criterion will be published at the Call-Off stage with the Statement of Work at Schedule 5 of the DPS Agreement.

1.8 The scoring matrix below will be used to evaluate quality, unless an alternative scoring matrix is published with the Statement of Work at Schedule 5 of the DPS Agreement.

Very Good - answer that covers the Specification with additional value elements	9-10
Good - answer that covers the Specification or almost all aspects of the Specification	7-8
Satisfactory - answer covering the main points of the Specification	5-6
Unsatisfactory - answer with some references to the Specification	3-4
Poor - answer with a vague reference to the Specification	1-2
Question not answered	0

1.9 Where quality and price are weighted at the Call-Off stage, the scoring matrix below will be used to evaluate price, unless an alternative scoring matrix is published with the Statement of Work at Schedule 5 of the DPS Agreement.

The Tenderer with the lowest price will be awarded the full weighted score for price, with the remaining Tenderers gaining a pro-rated score in relation to how much higher their prices are when compared to the lowest price.

Tenderer	Price	(price - lowest price) / lowest price = % above lowest price	100% - % above lowest price	Score Maximum points x (100% - % above lowest price)
1	£100	$(£100 - £100) / £100 = 0.00\%$	$100\% - 0.00\% = 100.00\%$	$70 \times 100\% = 70.00$
2	£125	$(£125 - £100) / £100 = 25.00\%$	$100\% - 25.00\% = 75.00\%$	$70 \times 75\% = 52.50$
3	£150	$(£150 - £100) / £100 = 50.00\%$	$100\% - 50.00\% = 50.00\%$	$70 \times 50\% = 35.00$
4	£175	$(£175 - £100) / £100 = 75.00\%$	$100\% - 75.00\% = 25.00\%$	$70 \times 25\% = 17.50$
5	£200	$(£200 - £100) / £100 = 100.00\%$	$100\% - 100.00\% = 0.00\%$	$70 \times 0\% = 0.00$

1.10 In the event of a tie where 2 or more Tenderers have submitted the same price for a route or the total score is the same, the route will be awarded to the Tenderer with the highest score at Phase 2 – Technical & Professional Ability.

1.11 The award of a Call-Off contract will be subject to the Tenderer's financial limits and the processes set out at Schedule 7 of the DPS Agreement. The Council may request additional financial information such as 6 monthly statements at

the Call-Off stage.

- 1.12 Where a Tenderer fails the financial stability tests set out in Schedule 7 of the DPS Agreement, on their own financial information, a Parent Company Guarantee (PCG) may be offered. The Parent Company's financial information will be assessed and must meet the criteria set out in Section C of the SSQ.
- 1.13 Where a Tenderer fails the financial stability test/or are at their financial limit, the route(s) will be awarded to the next Most Economically Advantageous Tender.
- 1.14 For the avoidance of doubt, requesting Successful Applicants to submit a tender does not oblige the Council to enter into a Call-Off Contract with any Service Provider. All Successful Applicants invited to submit a tender will be responsible for their associated costs.
- 1.15 If there is insufficient interest from the Service Providers on the DPS to a request for services, or a response does not represent value for money, the Council reserves the right not to award a contract.
- 1.16 Once a Call-Off Contract has been awarded by the Council, the Council will notify all other Tenderers who were participants in the Call-Off process of their failure to be selected for the particular Call-Off Contract.
- 1.17 A Call-Off Contract will be entered into by both the Council and the Service Provider entering into a Statement of Work, in substantially the form at Schedule 5 of the DPS Agreement.
- 1.18 Each quarter the Council will publish a contract award notice in the Official Journal of the European Union (OJEU) and Contracts Finder for all Call-Off Contracts awarded during the previous quarter.
- 1.19 It is the Service Provider's responsibility to notify the Council of any changes to the mandatory criteria (Phase 1), scored criteria (Phase 2) and economic and financial stability (Phase 3) set out in the SSQ, during the DPS and Call-Off Contract periods.
- 1.20 The Council reserves the right to carry out further credit rating, insurance, licence, DBS badge and GDPR checks during the DPS and Call-Off Contract periods.
- 1.21 When a route is relinquished by the contracted Service Provider or removed by the Council, the Call-Off Contract for that route will be re-tendered.

Financial Information

- 1.22 Successful Applicants may submit new financial information in May and

October of year each of the DPS. The first date in which new financial information may be submitted for testing is October 2019. Financial Information should be submitted via one of the secure methods below:

- Via the South East Business Portal messaging functionality.
- Secure Egress Email: qmcc@oxfordshire.gov.uk

- 1.23 Financial Information will not be assessed until a complete set of documentation is submitted including the 6 monthly statement where required.
- 1.24 For further information relating to the financial documentation, limits and assessments is set out in Schedule 7 of the DPS Agreement.

Schedule 5

Form of Statement of Work (1)

Mainstream School Transport

Service Provider: please complete all mandatory sections (*)

The Council:	Oxfordshire County Council
Address:	P.O. Box 867, Oxford OX1 9NR
Council's Contact:	
E-mail:	mainstream.schooltransport@oxfordshire.gov.uk
Telephone Number:	01865 323500

Quote Deadline:		At:		Lot(s):	
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1. CONTRACT PARTICULARS	
SERVICE PROVIDER DETAILS	
* Name of Service Provider:	
* Provider's Representative:	
* Address:	
* E-mail:	
* Telephone Number:	

For the avoidance of doubt, Schedule 6 applies (Finance Schedule for Call-Off Contracts).

2. SERVICE REQUIREMENTS

Full details including passenger list and timetables will be issued to the winning service provider

Route Number:	Schools served:	Current Pickup points (not necessarily in route order)	Seats Required	Contract start date	Contract end date	Option to Extend	School start time	School finish	Price per DAY (excl. VAT)	Price per TRIP (excl. VAT)
										n/a
										n/a
										n/a
										n/a
										n/a
										n/a
										n/a

Please add/delete rows as necessary

4. FURTHER INFORMATION

Option to extend Call-Off Contract:

Option to Extend applies and the Call-Off Contract Period may be extended for up to 6 months in aggregate and the notice period of such extension would be 3 months for a vehicle with 16 or more seats, or 10 Working Days for vehicles with fewer than 16 seats.

Break Clause:

Break Clauses (Condition 26A1 – 26A3) apply and the notice period is [10 School Days] [42 school days]

SAFEGUARDING:

All Call Off Contracts received from Oxfordshire County Council, with exception of where the contracted journey to school is part of a public transport route, must be allocated to drivers and passenger assistants who hold a valid Oxfordshire County Council DBS badge and have passed the necessary Safeguarding training. No other exceptions will be permitted. Failure to do this may result in loss of the particular Call Off Contract or all Call Off Contracts with the Council.

Supplemental Requirements:

BY SIGNING OR SEALING THIS STATEMENT OF WORK the Service Provider and the Council are entering into a legally binding contract for the Service Provider to provide to the Council the Services specified in this Statement of Work on the terms set out in this Statement of Work incorporating the Conditions as set out in the DPS Agreement entered into by the Service Provider and the Council.

AGREED by the Council and the Service Provider:	
For and on behalf of the Council:	
Signed By:	
Signature:	
Position:	
Date:	

IMPORTANT - Service Provider to sign at time of quote submission
If the quote is successful, The Council will sign & return the Call Off Contract to the Service Provider.

****THIS BELOW SECTION MUST BE COMPLETED FOR THE QUOTE TO BE VALID****

For and on behalf of the Service Provider:	
* Signed By: (print name)	
* Signature:	
* Position in Company: (and duly authorised signatory)	
* Date:	

Form of Statement of Work (2)
Special Educational Needs (SEN)Transport

Service Provider: please complete all mandatory sections (*)

The Council:	Oxfordshire County Council
Address:	P.O. Box 867, Oxford OX1 9NR
Council's Contact:	
E-mail:	EE-specialeducationalneedsITU@oxfordshire.gov.uk
Telephone Number:	01865 323795

Quote Deadline:		At		Lot:	
------------------------	--	-----------	--	-------------	--

1. CONTRACT PARTICULARS		
SERVICE PROVIDER DETAILS		
* Name of Service Provider:		
* Provider's Representative:		
* Address:		
* E-mail:		
* Telephone Number:		
QUOTE / CALL-OFF CONTRACT DETAILS		
Contract Commencement Date:		
Contract End Date (up to and including):		
* Contract Price:	£	each trip
* Passenger Assistant Price:	£	each trip (if relevant)

2. SERVICE REQUIREMENTS *Full details issued to winning service provider***Route Number:****Student 1:****Description of Service:****From:** Address(es) above
To:
Return: Address(es) above

Note: In accordance with the “Code of Conduct - Taxi Driver Passenger Assistant Coach Driver (Sept. 2018)” on reaching the correct destination please ensure that the passenger is handed over to a responsible adult or seen safely inside the drop off point. Do not leave vulnerable individuals unescorted in any circumstances.

SAFEGUARDING - All Call Off Contracts received from Oxfordshire County Council must be allocated to drivers and passenger assistants who hold a valid Oxfordshire County Council DBS badge and have passed the necessary Safeguarding training. No exceptions will be permitted. Failure to do this will result in loss of the Call Off Contract or all other Contracts.

Days:

Monday to Friday

Times:

To arrive at School for [] & leave at []

Passenger Assistant:**No / Yes****Booster Seat:****No / Yes****Vehicle Type:**Standard Saloon Car / People Carrier /
Wheelchair Accessible Vehicle / Other**Wheelchair Access:**

Manual / Electric / Not Applicable

Medical/Behavioural Information:

3. VEHICLES & CAPACITIES	
Please complete the table below to detail which vehicles you will use to meet the requirements	
* Number of seats available:	
* Number of wheelchair spaces available:	

4. FURTHER INFORMATION
<p>Option to extend Call-Off Contract:</p> <p>Option to Extend applies and the Call-Off Contract Period may be extended for up to [6 months] in aggregate and the notice period is 10 Working Days.</p>
<p>Break Clauses (Condition 26A1 - 26A3) apply and the notice period is 10 School Days.</p>

Pricing information:
<p>The prices set out above apply.</p> <p>The Call-Off Contract Price is required to be shown as each trip. If a passenger assistant is required, this cost must be shown separately to the vehicle cost.</p> <p>For the avoidance of doubt, Schedule 6 applies (Finance Schedule for Call-Off Contracts).</p>
Supplemental Requirements:

BY SIGNING OR SEALING THIS STATEMENT OF WORK the Service Provider and the Council are entering into a legally binding contract for the Service Provider to provide to the Council the Services specified in this Statement of Work on the terms set out in this Statement of Work incorporating the Conditions as set out in the DPS Agreement entered into by the Service Provider and the Council on:

* DPS Agreement Start Date <i>(Enter the date DPS Agreement was signed):</i>	
--	--

AGREED by the Council and the Service Provider:	
For and on behalf of the Council:	
Signed By:	
Signature:	
Position:	
Date:	
For and on behalf of the Council:	
Signed By:	
Signature:	
Position:	
Date:	

**IMPORTANT - Service Provider to sign at time of quote submission
If the quote is successful, The Council will sign & return the contract to
the provider.**

****THIS BELOW SECTION MUST BE COMPLETED FOR THE QUOTE TO
BE VALID****

For and on behalf of the Service Provider:	
* Signed By: (print name)	
* Signature:	
* Position in Company: (and duly authorised signatory)	
* Date:	

Social and Community Services (SCS)Transport

Service Provider: please complete all mandatory sections (*)

The Council:	Oxfordshire County Council
Address:	Transport Hub, PO Box 867, Oxford, OX1 9NR
Council's Contact:	
E-mail:	EE-SocialCareITU@Oxfordshire.gov.uk
Telephone Number:	01865 323490

For internal OCC use only

Form Reference:		Lot:	
Quote Deadline:		at	

1. QUOTE / CALL-OFF CONTRACT PARTICULARS

SERVICE PROVIDER DETAILS

* **Name of Service Provider:**

* **Provider's Representative:**

* **Address:**

* **E-mail:**

* **Telephone Number:**

QUOTE / CALL-OFF CONTRACT DETAILS

Call-Off Contract Commencement Date:

Call-Off Contract Period:

* **Quote / Call-Off Contract Price:**

£

each trip

* **Passenger Assistant Quote / Price:**

£

each trip (if relevant)

Authorisation Code:

Issued to winning service provider.

2. SERVICE REQUIREMENTS	
Passenger Name(s):	Issued to winning service provider.
Description of Service:	
<p>Note: SAFEGUARDING - All Call Off Contracts received from Oxfordshire County Council must be allocated to drivers and passenger assistants who hold a valid Oxfordshire County Council DBS badge and have passed the necessary Safeguarding training. No exceptions will be permitted. Failure to do this will result in loss of the Call Off Contract or all other Call Off Contracts.</p> <p>In accordance with the "Code of Conduct - Taxi Driver Passenger Assistant Coach Driver (Sept. 2018)" on reaching the correct destination please ensure that the passenger is handed over to a responsible adult or seen safely inside the drop off point. Do not leave vulnerable individuals unescorted in any circumstances.</p>	
Start date of booking:	
End date of booking (up to and including):	
Days/dates transport is required:	
<p>Number of Passengers Travelling:</p> <p>Collection Address:</p> <p>Destination Address:</p> <p>Return Address (if different): N/A</p> <p>Collection Time:</p> <p>Return Time:</p>	
Passenger Assistant Required?:	YES / NO
Booster Seat Required?:	YES / NO
Vehicle Type:	Standard Saloon Car / People Carrier / Wheelchair Accessible Vehicle / Other
Wheelchair:	Manual / Electric / Not Applicable
Medical/Behavioural:	
<p>Passenger Requirements:</p>	
<p>3. * VEHICLES & CAPACITIES</p>	

Please complete the table below to detail which vehicles you will use to meet the requirements

Number of seats available:

Number of wheelchair spaces available:

4. FURTHER INFORMATION

Option to extend Call-Off Contract:

There is no option to extend this Call-Off Contract.

Break Clause:

Break Clause (Conditions 26A1 – 26A3) apply and the notice period is 2 hours instead of 10 Working School Days.

Pricing information:

The prices set out above apply.

The Call-Off Contract Price is required to be shown as each trip. If a passenger assistant is required this cost must be shown separately to the vehicle cost.

For the avoidance of doubt, Schedule 6 (Finance Schedule for Call-Off Contracts) applies with the following modifications:

The Council shall give the Service Provider at least two (2) hours' notice of cancellation of a route on particular days and the Service Provider shall not be entitled to be paid in respect of the route so cancelled (notwithstanding paragraph 2.14 of Schedule 6 of the DPS Agreement). Such notice may be provided solely by email notwithstanding Condition 25 of the DPS Agreement. This provision supersedes paragraph 2.13 of Schedule 6 of the DPS Agreement.]

Supplemental Requirements:

Notices under this Call-Off Contract may be served by email to the address of the relevant party set out in the DPS Agreement or such other address as the party may from time to time notify to the other party in accordance with Condition 25.1 of the DPS Agreement. Any notice so served shall be deemed served immediately unless an error message is received. For the avoidance of doubt, the provisions of Conditions 25 of the DPS Agreement shall not apply.

BY SIGNING OR SEALING THIS STATEMENT OF WORK the Service Provider and the Council are entering into a legally binding contract for the Service Provider to provide to the Council the Services specified in this Statement of Work on the terms set out in this Statement of Work incorporating the Conditions as set out in the DPS Agreement entered into by the Service Provider and the Council on:

* DPS Agreement Start Date:	
------------------------------------	--

AGREED by the Council and the Service Provider:
--

For and on behalf of the Council:
--

Signed By:	
Signature:	
Position:	
Date:	

For and on behalf of the Council:
--

Signed By:	
Signature:	
Position:	
Date:	

IMPORTANT - Service Provider to sign at time of quote submission
If the quote is successful, The Council will sign & return the contract to the provider.

****THIS BELOW SECTION MUST BE COMPLETED FOR THE QUOTE TO BE VALID****

For and on behalf of the Service Provider:

* Signed By: (print name)	
* Signature:	
* Position in Company: (and duly authorised signatory)	
* Date:	

Schedule 6

Finance

1 CALL OFF CONTRACT PRICE

- 1.1 The Call Off Contract Price is set at a daily rate per route or a per journey rate as specified in the Call Off Contract (this excludes VAT),
- 1.2 The Call Off Contract Price will apply for the Call Off Contract Period, subject to section 4 (Inflation) of this Finance Schedule.
- 1.3. Where seats are sold privately on the same bus as used to transport the Entitled Notified Children to school, the cost of the seat should not be less than that charged to the Council under the Call Off Contract.

2 PAYMENTS

- 2.1 Invoices must be on headed paper containing **only** the following information:
 - Name of Service Provider
 - Company registration number (if applicable)
 - Invoice number
 - Date of Invoice
 - Bank Account number
 - Sort Code
 - VAT number (if applicable)
 - Route number
 - Daily Contract price
 - Number of School days
 - Total of Invoice
 - Net Total
 - VAT Total (if applicable)
 - Total (inclusive of VAT if applicable)
- 2.2 Invoices must be submitted no later than 30 days after the Services were provided. Without prejudice to any other rights that the Council may have in relation to invoicing, the Council reserves the right to charge an administrative fee of £50 (by way of set off) for processing of late invoices on each occasion where invoices are submitted after the stated deadline. The parties confirm that this fee represents a reasonable and proportionate estimate of the Council's administrative costs and is therefore not a penalty. The Council also reserves the right to set off against invoices submitted by the Service Provider, amounts representing the charges paid by the Council for safeguarding training which the Service Provider has failed to attend.

- 2.3 Invoices must be submitted in PDF format.
- 2.4 Invoices should not contain children's names
- 2.5 Invoices should be sent by email to SchoolTransportFinance@Oxfordshire.gov.uk
- 2.6 A member of the finance team will contact the provider if incorrect invoices are received.
- 2.7 The number of school days claimed, will refer to the number of school days operated in the month of the claim, subject to any deductions and/or cancellations as set out in this schedule.
- 2.8 Invoices will only be paid after the month of the claim.
- 2.9 Payment will be made within 28 days **of the receipt** of the invoice.
- 2.10 For the avoidance of doubt, and without prejudice to any other right or remedy of the Council, no payment will be made by the Council in respect of any part of the Route which the Service Provider has failed to provide.
- 2.11 Providers must respond to Temporary Traffic Regulation Orders (TTRO) notifications by making reasonable adjustments if necessary to ensure continued delivery of the Services at the expected standard. Provided that the Service Provider gives the Council **at least 2 advanced Working Days' notice** of any expected mileage increase, the Council will act reasonably to agree a reasonable sum of compensation for such increased mileage. No compensation will be paid to the Service Provider where 2 advanced Working Days' notice was not given.
- 2.12 In addition to paragraph 2.11 above, the Council may also seek to recover (by way of set off or otherwise), the costs of any additional expenses that the Council incurs as a result of having to make alternative arrangements to cover journeys on affected Routes, where the Service Provider has failed to make adjustments or failed to give the Council the required notice.
- 2.13 Subject to the application of Condition 27 (Business Continuity and Force Majeure) of the Conditions of Contract, the Council shall give the Service Provider twenty-four (24) hours' notice of cancellation of a Route on particular days and the Service Provider shall not be entitled to be paid the daily rate in respect of the Route so cancelled.
- 2.14 Furthermore, in the event of an unforeseen incident such as a road closure or closure of an establishment as set out below (Reasons for Emergency Closure), where less than twenty-four (24) hours' notice is given, the Service Provider will be entitled to half a days' payment for the specific Route that has been affected.

The Reasons for Emergency Closure are:

- No heating
- Water leak
- Gas leak
- No electricity
- Severe weather conditions
- Strike
- School staff illness
- Fire
- Bomb scare
- Police investigation
- Suspicious package
- Unscheduled building work

The above is not an exhaustive list

- 2.15 The Service Provider will ensure that any reductions in payment due to cancellation as set out above are reflected in the invoices submitted.
- 2.16 If any amount paid by the Council to the Service Provider was in excess of the actual amount due, the Service Provider shall refund the excess amount paid by the Council within twenty-eight (28) days of the relevant dispute being resolved. If the Service Provider fails to repay the sum owing within seven (7) days, then the Council shall have the right to charge interest on the overdue amount at the rate of 4% above the base rate of Lloyds TSB.

3 INSET Days and early finishes

The service provider is responsible for ensuring they know when the school is open and journeys therefore required, this will include knowing about INSET days and early finishes. No additional payment will be made if transport provided on an INSET day or additional costs are incurred by an operator by having to pick up early. In these situations, the operator should negotiate any additional costs with the school.

4 INFLATION

- 4.1 No increase in price will be applied to the Call Off Contract price over the course of the Call Off Contract.
- 4.2 However, the Council in its absolute discretion may review the Call Off Contract Price if it has reliable evidence that the costs involved in servicing contracts under the DPS have increased in a way that exceeds normal price fluctuations. Contract Price increases will be in accordance with the cost element breakdown table at 4.4.

4.3 In such circumstances, the Call Off Contract Price will be increased by [RPIX or 2% whichever is the lower] and the adjusted Contract Price will apply from 1st April of that year.

4.4. Example

Average Cost Breakdown	
Cost Element	Percentage of Cost
Driver Costs	40
Vehicle & Maintenance	25
Fuel	25
Back Office	10
Total	100%

5 VARIATIONS

The provisions of Condition 36 shall apply in relation to variations that result in an increase or decrease in the Route distance.

When the requirements of a route require additional mileage or time in excess of 10% of the original route, the following rules would apply.

TIME

To be applied at twice the national living wage. For workers aged 25 and over, this is £8.21 for year April 2019. The rates change every April.

MILEAGE

Vehicle costs will be added per mile at the following rates:

£0.50 per taxi

£1.00 for a minibus (9 to 16 seats)

£2.00 for a small coach 17 seats to 39 seats

£2.50 for a coach with 40 seats or more

LIMITS

A maximum of £50 per day increase is allowable, before the route should be deemed as materially different and trigger a new tendering exercise.

Where there is a reduction in mileage\time, as a result of a pickup no longer being required; any decrease in the daily rate will be negotiated between the operator and the council.

Variations of this kind are mandatory unless the transport operator was able to prove that the additional mileage\time would make it impossible to honour another contract that runs on from the council contract.

Schedule 7

Economic & Financial Standing (Phase 3)

In order to progress to Phase 3 of the evaluation process, Applicants must pass Phase 1 – Mandatory Criteria, and meet the minimum pass threshold at Phase 2.

Please complete the table in Section C of Appendix 3 –SSQ Response Pack

Please Note: Applicants do not need to submit the selected financial information as part of their submission. However, if Applicants wish to, they may submit this information with the SSQ submission. Please have all financial information ready to submit for testing from 8th May 2019.

GUIDANCE

1. Introduction

1.1. The Council will apply a maximum annual contract value and a maximum cumulative contract value to each Applicant based on the financial documentation submitted. The table below provides a summary of contract value limits:

Financial Documentation Submitted	Maximum Annual Contract Value	Maximum Cumulative Contract Value
None	£0	£0
Business Plan for new organisations	£25,000	£25,000
Self-assessment tax returns (Sole Traders or Partnerships)*	£25,000	£25,000
Income & Expenditure Statement	Lower of 150% of turnover or £181,000	£181,000
Income & Expenditure Statement and Balance Sheet	80% of turnover.	No limit

*Where Applicant cannot provide the financial information set out in the table

1.2. The Council will assess Applicant's finances as follows; -

1.2.1. Where no financial information has been provided, the Applicant will be given a financial limit of £0. Applicants will not be invited to tender at Call-off until financial information has been submitted and a financial limit awarded.

1.2.2. Where financial documents submitted match those described in section 2.1, there will be no maximum cumulative call-off contract value. The test will include an assessment of the finances as per section 3 and an assessment via Catalyst as per section 4 to calculate a maximum annual contract value based on 80% of the Applicant's turnover weighted average.

- 1.2.3. Where the financial documents submitted match those described in 2.2, Applicants may hold up to a maximum of £181,000 of cumulative call-off contracts at any one time. In addition, the turnover test listed in section 3 will be used to calculate a maximum annual contract value with the maximum value limited to the lower of 150% of the Applicant's weighted average annual turnover or £181,000.
- 1.2.4. Where the Applicant's weighted average annual turnover is below £181,000, Catalyst as per section 4 will be used to evaluate financial stability. Applicant's that meet the pass threshold will automatically be awarded the maximum annual cumulative call-off contract value denoted by their weighted average annual turnover.
- 1.2.5. Where a Sole Trader or Partnership entity is not able to submit the documents stated in paragraph 2.1 or 2.2, Applicants are asked to submit financial information as set out in paragraph 2.4 and will be limited to a maximum cumulative contract value of £25,000.
- 1.2.6. If an Applicant has not been operating for long enough to have 2 sets of financial statements, the requirements are set out in section 5.

2. Financial Submission Documents

- 2.1. There is no requirement to submit financial documents with your SSQ return. The Applicant will be asked to submit their latest 2 years audited or signed accounts¹⁰. These must include both a statement of income & expenditure and balance sheet and be provided as a separate set of accounts for each year. See also paragraph 2.3.
- 2.2. Where it is not possible to submit the documents stated in paragraph 2.1 an income and expenditure account shall be submitted for the two most recent financial years and be provided as a separate set of accounts for each year¹⁰. These must either be signed by the Applicant's accountant or accompanied by the tax return to validate the figures. See also paragraph 2.3.
- 2.3. Where the most recent financial year end for the documents specified in paragraphs 2.1 or 2.2 is greater than 6 months prior to submission, either an interim set of accounts (which reduces the period to less than 6 months) or a statement (which either confirms no significant change or

¹⁰ Financial accounts and supporting information should wherever possible be provided in English and GBP Sterling. Where this is not possible, the Council will use an exchange rate where necessary as part of the assessment of financial standing. The source of the exchange rate will usually be www.xe.com and the rate used can be notified to the Applicant by the Council at the time the assessment is made.

states significant changes to the finances) signed by your Financial Director, Accountant or Company Director must also be submitted. For example, if the most recent accounts submitted have a year-end date of 31 March 2016 and the submission date is after 30 September 2016 this would be required.

2.4. Where it is not possible for a Sole Trader or Partnership to submit the documents stated in 2.1 or 2.2 the Applicant will be asked to submit their latest 2 years self-assessment tax returns.

2.5. If the Applicant has not been operating for long enough to have 2 sets of financial statements, the requirements are set out in section 5 below relating to new companies.

2.6. When assessing charitable or not for profit organisations an allowance will be made in the tests, particularly the profitability test. It is therefore important that this status is made clear in any submissions.

2.7. The Council may also seek further evidence of the financial viability of the organisation to inform a risk assessment to determine whether the Council can be sufficiently satisfied of financial standing. The Council's determination of financial viability within these thresholds will be final and failure to satisfy the Council of sound financial standing will disqualify the Applicant at Call-Off stages.

3. Financial Accounts Evaluation

3.1. Accounts will be assessed using the below criteria for the Applicant.

Criteria	Sub-Criteria	Weighting	Pass Mark	Ratios
Ratio Analysis	Profitability	30%	15/30	Gross & Net profit to Turnover
	Gearing	30%	15/30	Interest Cover & Gearing
	Liquidity	30%	15/30	Current Ratio & Quick Ratio
Turnover		10%	5/10	Contract Percentage of Turnover
Total		100%	50/100	

3.2. The Applicant must score the minimum pass mark for each test in the table above and meet the criteria to pass Procurement Catalyst assessment in section 4 below. Where a company fails any of the sub criteria or the Procurement Catalyst assessment the Council will carry out further analysis and may request further information to assure itself that the additional risk this poses is acceptable.

4. Procurement Catalyst Evaluation

4.1. The Council will carry out assessment using three ratings models available via Procurement Catalyst where available:

- ModeFinance – MORE Credit Risk
- Zanders – FALCON Global Credit Risk
- VADIS – VadRisk

4.2. The Applicant will be classified as financially stable if a pass rating is achieved on two or more of the models. The minimum pass ratings for each model is outlined below:

- ModeFinance – B
- Zanders – 4
- VADIS – 6

4.3. In some instances, the Applicant will be assessed solely using Procurement Catalyst, as set out in section 1.2.4. In such cases, where a Applicant does not achieve a pass rating on two or more of the models due to fail ratings or unavailable ratings, they will be subject to the assessment in section 3.

4.4. Please note that this company check is not a credit check search and will have no impact on your credit rating. The Council reserves the right to carry out company checks on your company throughout the life of this contract.

5. New Organisations

5.1. For organisations with less than 2 years' accounts available, the financial submission documentation is:

- As much of the financial documentation set out under section 2 above as possible.
- Business plans and projections for the length of the contract.

5.2. Where a new company is created as a result of a merger the financial submission documentation is:

- As much of the financial documentation set out under section 2 above as possible.
- Accounts for the remainder of the prior two years for all businesses which were involved in the merger, along with an explanation of significant accounting or operational changes.

5.3. Based on the documents submitted testing will be carried out and an analysis of the risk level to the Council considered.

6. Parent Company Guarantee

6.1. If a company wishes to rely on the accounts of their parent company, the above requirements and tests will apply to the parent company's accounts.

- 6.2. A letter from the parent company stating that they are willing to provide a parent company guarantee must also be submitted.
- 6.3. The parent company accounts will only be assessed where the Council deems this to be appropriate. The Council will normally rely on the accounts of the company itself.
- 6.4. Where a company fails to pass these tests on their own accounts they may be offered the opportunity to submit parent company accounts.

Financial Standing Explanatory Notes

Below are further explanations on specific paragraphs and also a glossary of terms.

Paragraph 2.3 - Statements over 6 months old

Where the end of the most recent financial year submitted is more than 6 months prior to submission tenderers must provide an up to date statement. For example if the most recent accounts submitted have a year end date of 31 March 2016 and the submission date is after 30 September 2016 this would be required.

In this case either a draft set of accounts for the next year or interim accounts for the period should be submitted if available and these should reduce the period unreported to less than 6 months.

Where these are not available a statement signed by either the financial director, accountant or company director should be submitted which either confirms that there are no significant changes to the business financially since the previous accounts or where this is not true outlines the nature and impact of any changes.

Paragraph 1 - Cumulative Call-off Contracts

This refers to the maximum total value of contracts a tenderer is risk assessed to be awarded at any one time.

Glossary of Terms

Call-off Contracts

These are individual contracts awarded from the DPS as part of the mini-competitions. Tenderers will be awarded contracts up to the annual and total values calculated using the financial stability criteria.

Statement of Income and Expenditure

This is one of the financial statements of a company and shows the company's revenues and expenses during a particular period. It displays the revenues recognized for a specific period, and the cost and expenses charged against these revenues. It is also commonly known as a profit and loss statement or income statement.

Balance Sheet

A balance sheet or statement of financial position is a summary of the financial balances of a business organisation. Assets, liabilities

and equity are listed as at a specific date, usually the end of the financial year. A balance sheet is often described as a snapshot of a company's financial condition.

Catalyst Report

The Catalyst report provides the Council with a credit rating score for UK companies based on a number of factors. Based on this score a level of risk of the company failing financially can be ascertained and used as part of the decision making process. Reports are available for UK registered companies, however where insufficient information is available there may be no credit score.

Audited or Signed Accounts

Accounts submitted under paragraph 2.1 should either be independently audited or signed by the accountant who prepared the accounts.

Contract Value

The contract value is calculated as the annual value multiplied by the number of years, e.g. a £10,000 per annum contract over 3 years would have a contract value of £30,000. The cumulative call-off contract value is the total of all contract values held at a point in time.

Schedule 8

DBS and Safeguarding Process

DBS Process for dealing with Driver/Passenger Assistant approvals, refusals and appeals:

- OCC approved Service Provider submits an OCC Badging Application to the Oxfordshire County Council (OCC) DBS & Vetting Team on behalf of the applicant.
- Once an application has been initiated by the DBS & Vetting team, the applicant books and attends a Locality Office appointment to complete their DBS application form and a Safeguard Training Course; both to be completed within 8 weeks of receiving the initiation email.
- OCC DBS & Vetting Team ID check the application by verifying the applicant's identification documents.
- Hampshire counter sign the on-line application by submitting the application to the DBS Bureau.

If the disclosure is returned CLEAR - the DBS & Vetting Team process the notification received from Hampshire and automatically issue an OCC Identification badge.

If the disclosure is returned NOT CLEAR (detailing Convictions/Cautions and/or Additional Information) then a Risk Assessment process commences.

The Risk Assessment panel considers information to assess whether the level of risk is acceptable to students and/or vulnerable adults. It also considers whether the applicant poses an acceptable risk to the individuals who they would be working if a badge is issued. Each case will be decided on its own merits, and there are 3 possible outcomes:

- An Oxfordshire County Council Badge is granted.
- An Oxfordshire County Council Badge is denied, and the applicant will be offered the right to appeal a Risk Assessment Panel's decision.
- An Oxfordshire County Council Badge is denied with no right of appeal.

Risk Assessment Process

Risk Assessment Process following a positive (not Clear) DBS:

- Letters are sent to applicant and Service Provider informing them of the decision, offering a Risk Assessment Meeting.
- Applicant and/or Service Provider on behalf of applicant contacts DBS & Vetting Team to arrange a Risk Assessment Meeting.
- A Risk Assessment Part 1 document is completed by the driver or passenger assistant from the information on their Enhanced DBS Disclosure.
- A reference is completed and received from the applicant's employer.
- Date for Risk Assessment Panel meeting is agreed.

- Letter sent to applicant and Service Provider confirming date, time and venue.
- Risk Assessment meeting is held - gives applicant opportunity to offer any mitigation.
- Following Risk Assessment meeting, a Risk Assessment Part 2 is prepared by Oxfordshire County Council based on the driver or passenger assistant's Risk Assessment Part 1, any additional or mitigating information given at a Risk Assessment Panel Meeting and a reference given by the applicant's employer. The decision to refuse/accept is taken jointly by members of the Risk Assessment Panel. Risk Assessment Part 2 is completed by the Chair of the panel once the decision has been made.
- If the applicant has been able to offer any mitigation that lowers the risk sufficiently, the applicant will be approved.
- If applicant is unable to offer any mitigation that lowers the risk, the application is refused.
- Risk Assessment Part 2 is signed off by a member of the panel meeting and the representatives from Supported Transport & Safeguarding.
- If approved, the DBS & Vetting Team will print and post the applicant's OCC ID Badge to the relevant Service Provider.
- If refused, letters are sent to applicant and Service Provider informing them of the decision offering a further appeal at a Senior Officer level.

If risk is classed Medium or High and the application is refused with the right to appeal:

- Applicant and/or Service Provider on behalf of applicant contacts the DBS & Vetting Team to arrange an Appeal Meeting.
- Date for Appeal meeting is arranged.
- Letter sent confirming date, time and venue.
- Appeal meeting is held - gives applicant opportunity to offer any mitigation.
- Following appeal meeting, another Risk Assessment part 3 is completed. The decision to refuse/accept is made jointly by the panel and the Risk Assessment part 3 is completed by the Chair of the panel - this document details the Appeal Meeting.
- If the applicant has been able to offer any mitigation that lowers the risk the applicant will be approved and the DBS & Vetting Team will print and post the applicant's OCC ID Badge to the relevant Service Provider.
- If the applicant unable to offer any mitigation that lowers the risk, the application is refused, letters are sent to applicant and Service Provider informing them of the decision no further appeal is offered, and details of the local ombudsman are given.

Process for revoking a badge:

- In the event of any investigation in category 4, a driver or passenger assistant's access to any OCC contract may be suspended without prejudice pending an outcome of any investigation.
- In this instance, the Service Provider must provide the details of the staff involved in the investigation and the relevant OCC badges returned to the Council as soon as possible.

- The investigation will be carried out by appropriate professionals and will be concluded as soon as possible, the Council request that the Service Provider supports the employee fully in this process.
- The Service Provider will be informed when the investigation is concluded.
- If the driver/passenger assistant has had their OCC approved badge permanently revoked as an outcome of a safeguarding concern/allegation and wishes to appeal this decision, they may do so by informing the Transport Safeguarding Officer.
- An appeal hearing meeting will be organised with the driver/passenger assistant/Service Provider held by the Local Authority Designated Officer (LADO) and an appropriate Senior Manager, where the case will be reviewed. Following the review of the case, it will be decided whether the decision to revoke the OCC approved badge will be overturned. This decision is final. If the driver/passenger assistant/Service Provider is dissatisfied with the way the matter has been handled, they should contact the Complaints & FOI team or Ombudsman, as appropriate.

Note – The Service Provider should be aware that certain cautions and convictions will normally bar an individual from working on Council contracts as set out in Annex 2 of the Council's Policy on the employment of ex-offenders and disclosure and barring service checks.

March 2019

Schedule 9

Information Governance

The definitions given in the Conditions apply.

1. Protection of Personal Data

- 1.1. The only Processing that the Service Provider is authorised to do is listed by the Council in the Table below and may not be determined by the Service Provider.
- 1.2. The Service Provider shall, in relation to any Personal Data Processed in connection with its obligations under this Contract Process that Personal Data only in accordance with this Schedule, unless the Service Provider is required to do otherwise by an Enactment, in which case, it will notify the Council before carrying out such Processing.
- 1.3. The Service Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe Data Protection Legislation.
- 1.4. The Service Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Council, include:
 - a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.5. Without prejudice to any other provisions of the Contract, the Service Provider shall not authorise any third party or Sub-contractor to Process the Personal Data without the prior written consent of the Council and should such consent be given, it shall not relieve the Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, omissions, defaults or neglect of any Sub-Contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Service Provider. The Service Provider shall ensure that in

relation to Personal data, such Sub-contractor or third-party processor is under contractual obligations which are no less protective than the data protection requirements set out in the Contract. The Service Provider shall provide the Council with such information regarding the Sub-contractor as the Council may reasonably require.

- 1.6 The Service Provider shall in Processing pursuant to this Contract, ensure that it takes all appropriate technical and organisational security measures to protect against a Data Loss Event having taken into account the:
- a) nature of the data to be protected;
 - b) harm that might result from a Data Loss Event;
 - c) state of technological development; and
 - d) cost of implementing any security measures

and the Service Provider shall provide to the Council such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with the obligations referred to in this Clause 1.6. The Council shall be entitled to reject on reasonable grounds any technical, organisational and security measures employed by the Service Provider, provided that failure to reject such measures shall not amount to approval by the Council of such measures.

- 1.7 The Service Provider must exercise its best endeavours to ensure the accuracy of any Personal Data Processed in carrying out its obligations under the Contract and that where necessary such Personal Data is kept up to date.
- 1.8 The Service Provider shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area unless the prior written consent of the Council has been obtained and:
- a) the Service Provider has provided appropriate safeguards in relation to the transfer in accordance with Chapter V of the GDPR;
 - b) the Data subject has enforceable rights and effective legal remedies;
 - c) the Service Provider complies with the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) the Service Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the Personal Data.

It shall be the responsibility of the Service Provider to produce satisfactory evidence of compliance with this clause 1.8 during the Contract Period.

- 1.9 The Service Provider shall take reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that:
- a) all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with all the Service Provider's obligations with respect to Personal Data, including the confidentiality undertakings under the terms of this Contract;
 - b) staff do not Process Personal Data except in accordance with this Contract;
 - c) staff are subject to appropriate confidentiality undertakings with the Service Provider or any subcontractor used by the Service Provider in delivering the Service;
 - d) none of their Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or unless otherwise permitted under this Contract; and
 - e) staff have undergone adequate training in the use, care, protection and handling of Personal Data.
- 1.10 Not used
- 1.11 The Service Provider shall notify the Council immediately if it becomes aware of a Data Loss Event or if it receives:
- a) a Data Subject Request concerning any aspect of the processing or handling of that person's Personal Data;
 - b) a request to rectify, block or erase any Personal Data;
 - c) a complaint, request or communication relating to the Council's obligations under the Data Protection Legislation;
 - d) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement; or
 - e) a request from any third party for disclosure of Personal Data where compliance with such request is required or is purported to be required by any Enactment.
- 1.12 The Service Provider's duty to notify the Council under clause 1.11 shall include the provision of further information to the Council in phases, as details become available.
- 1.13 The Service Provider shall provide the Council with full cooperation and assistance in relation to any complaint or request made in relation to either party's obligations under Data Protection Legislation including by providing:

- a) the Council with full details of the complaint, communication or request;
 - b) such assistance and information as is reasonably requested by the Council to enable the Council to comply with a Data Subject Request within the timescales required by the Council;
 - c) the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council);
 - d) assistance as requested by the Council following any Data Loss Event.
 - e) such assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 1.14 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule.
- 1.15 The Service Provider shall permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
- 1.16 The Service Provider shall comply with any further written instructions given by the Council with respect to processing and any such further instructions shall be incorporated into this Schedule.

2. Data Processing Table

Description	Details
Type of Personal Data	<p>Service users: Name, date of birth, home address and other relevant pick up locations, passenger passport information including medical and behavioural details.</p> <p>Parents/carers of service users: Name, home address and telephone numbers.</p>
Duration of the processing (this is likely to be the length of the contract)	The duration of the call of contract where that exceeds the duration of the DPS contract or any condition described under section 10, Paragraph 10.3 in Schedule 1, which would result in the data being deleted sooner.

<p>Categories of Data Subject</p>	<p>Service users – Vulnerable adults and children Parents/carers of service users</p>
<p>Nature of the processing</p>	<p>When processing personal data regarding a Service User: The service provider will use location information to arrange and carry out transport; age, medical and behavioural information to ensure the safeguarding of the passenger. The service user details will only be shared with OCC badged drivers in their employ securely and in accordance with Section 10, Paragraph 10.1 in Schedule 1.</p> <p>When processing personal data regarding a Parent/Carer: The service provider may use parent/carer contact details to ensure the safeguarding of the passenger in terms of vital communications around the parent/carer's whereabouts at drop off, handover arrangements and any potential issues regarding disruption to service or medical/behavioural updates. The parent/carer details will only be shared with OCC badged drivers in their employ securely and in accordance with Section 10, Paragraph 10.1 in Schedule 1.</p> <p>Information shared between The Council and the Service Provider must be done so through secure email (Egress).</p> <p>All information stored by the service provider should be done so in accordance with Section 10, Paragraph 10.1 in Schedule 1</p>
<p>Plan for return or destruction of the data once the processing is complete</p>	<p>The service provider should retain the information provided for the duration of the call off contract, securely destroy and permanently delete all data at the end of the relevant retention period, including passenger passport on completion of the full contract (including final invoicing). The service provider is required, at the point of retention period end date, to confirm in writing to the Council that the data has been securely destroyed and how.</p>

3. Policies and Procedures

- 3.1. The Service Provider must have in place at the Commencement Date and throughout the Contract Period:
 - a) internal records of its data processing activities;
 - b) policies and procedures for data protection compliance;
 - c) specific Staff training relating to data protection; and
 - d) a documented system for the handling of security incidents and close calls ('near misses')
- 3.2. The Service Provider will co-operate with the monitoring of such obligations on an annual basis and will notify the Council immediately of any data protection issues and security incidents within its organisation.
- 3.3. When delivering the Services, the Service Provider will uphold the highest standards in safeguarding Personal Data, and specifically will:
 - a) ensure that information governance/data security is a key component of both the induction and on-going training programmes;
 - b) not allow Staff to use their own personal equipment to store Council Data;
 - c) provide Staff with appropriate means and guidelines for keeping any personal information they are required to store outside of the office securely;
 - d) ensure that equipment holding Personal Data is kept secure;
 - e) have procedures in place to ensure immediate reporting to the Council of any security related incidents and to ensure that full and prompt cooperation can be given to the Council in the investigation of such incidents.
- 3.4. If required by Data Protection Legislation, the Service Provider shall appoint a qualified Data Protection Officer, or where not required, allocate responsibility for data protection to a named senior member of Staff who has responsibility for information governance in their organisation. This person will:
 - (i) develop information governance within the Service Provider's organisation;
 - (ii) complete and submit an annual position statement to the Council by end of April each year, to include an information governance improvement plan for the coming 12 months; and
 - (iii) draft and implement policies, procedures and guidance to ensure that the above information governance best practice is adopted.

Schedule 10

Supported Transport DPS Introduction and Guidance

1. Introduction

- 1.1 The purpose of Supported Transport is to plan, procure and manage transport services that are required to transport members of the public to essential amenities in the county, such as mainstream and special schools and social care establishments. The service also facilitates transport for some isolated communities through community transport initiatives and its own Comet Bus. We also manage the concessionary fares scheme, which allows for free travel for the elderly and some disability groups.
- 1.2 The service typically procures over 1500 unique routes over the course of a year, ranging from procuring just a single journey to a long-term arrangement over several years. Longer term requirements for mainstream special schools range from 4 to 6 years. The maximum contract length including extensions is 8 years.
- 1.3 The Council is introducing a DPS to create a more efficient process for tendering Supported Transport. This will involve introducing an electronic system known as DPS where Applicants will pre-qualify via a Standard Selection Questionnaire (SSQ). Successful Applicants will be invited to tender for services during a Call-Off mini competition. The Service Categories covered by the DPS are:
- Mainstream home to school transport;
 - Special Education Needs & Disabilities (SEND) transport;
 - Social Care transport
- 1.4 Services will mainly be required within the Oxfordshire boundary and in some cases within bordering counties. Out of county services for the Service Categories defined in 1.3 will also be tendered through the DPS.

2. Purpose of the Dynamic Purchasing System

- 2.1 This guidance explains the purpose of the DPS for Supported Transport, how Applicants can apply and the process for Call-Off mini competitions.
- 2.2 From an Applicant's point of view the benefits of being placed on the DPS are:
- The DPS will be the first point of call for the Council in making an award of a contract;
 - Applicants will become accredited with Oxfordshire Council;
 - Applicants will be placed on the Council's DPS as an accredited Service Provider;
- 2.3 The scope of the DPS is described in the section on Lots and Service Categories. The following types of Supported Transport will be Called-off against the DPS:

- Mainstream home to school transport;
 - Special Education Needs & Disabilities (SEND) transport;
 - Social Care transport
 - Out of county transport
- 2.4 Call-Off contracts awarded through the DPS will be subject to the terms and conditions of the DPS as described in Appendix 2 – DPS Agreement & DPS Conditions.
- 2.5 Routes/Services may be advertised individually or in batches through the DPS.
- 2.6 Applicants that no longer wish to participate on the DPS can give the Council one month's notice to terminate the DPS Agreement. Once terminated an Applicant will be ineligible for the benefits described in 2.2. This will not terminate any existing routes where the Applicant is in a contractual agreement with the Council.

3. What is a Dynamic Purchasing System (DPS)?

- 3.1 A DPS is a fully-electronic process used by public sector bodies to award contracts for works or services. The use of a DPS to award such contracts ensures that the end-to-end procurement process is competitive, fair and transparent.
- 3.2 The DPS is defined under the Public Procurement Regulations 2015.
- 3.3 The overall system is made up of 2 elements:
- (a) Oxfordshire County Council will use the online Proactis system to manage the application and admission process of the DPS. This is accessed via the South East Business Portal.
 - (b) Call-Offs from the DPS will be undertaken via the online Proactis system as and when required during the DPS Agreement Period. This is accessed via the South East Business Portal
- 3.4 Applicants must meet the minimum selection criteria for entry onto the DPS and maintain the requisite criteria throughout the DPS Agreement Period. There are no other restrictions on who can or cannot join the DPS and Applicants may apply to join at any time during the lifetime of the DPS as entry remains open.
- 3.5 The first tranche of Applicants that will be appointed to the DPS will take place in June 2019 and it is intended that the first Call-offs from the DPS will commence from 1st July 2019.
- 3.6 The DPS will reopen for new applications on 1st July 2019. A new opportunity will be published on the Proactis system known as a DPS round. Each DPS round will open and close monthly throughout the

DPS period.

- 3.7 After the initial tranche of Applicants have been registered on the system, subsequent applicants will be notified of the outcome of their applications for Phase 1 and 2 within 10 working days from closure of the DPS round. Successful Applicants will be asked to submit their financial information. Financial information will only be assessed upon the submission of a complete set of documentation.
- 3.8 During exceptionally busy periods such as academic and financial year-ends, assessments may take longer than 10 working days.

4. How a DPS works

- 4.1 Applicants who wish to join the DPS must apply via the South East Business Portal online and complete the application and admission process. If their application is approved by the Council, they will be notified that their application has been successful.
- 4.2 Successful Applicants will then be added to approved supplier lists by Lot on the South East Business Portal and will receive notification to tender for services. They can then submit a tender response to any of these notifications using the online system.
- 4.3 The Council will advertise a mini-competition (Call-Off) on the South East Business Portal.
- 4.4 If there is insufficient interest from the Service Providers on the DPS to a request for services, or a response does not represent value for money, the Council reserves the right not to award a contract.
- 4.5 Each quarter the Council will publish a contract award notice in the Official Journal of the European Union (OJEU) and Contracts Finder for all Call-Off contracts awarded during the previous quarter.

5. How Service Providers can join the DPS

- 5.1 The process for joining the DPS involves a simple 3 step process consisting of Registration, Application and Admission:

5.1.1 Registration

Suppliers must first register on the South East Business Portal (SEBP) online at <https://www.businessportal.southeastiep.gov.uk>

5.1.2 Application

- To be accepted onto the DPS, the Applicant must meet the Council's

required selection criteria.

- The Application process requires Applicants to respond to a series of mandatory questions that need to be answered.
- The Application process requires the Applicant to meet a minimum pass threshold for a series of scored questions.
- The Application process requires the Applicant to meet the minimum economic financial stability requirements.
- The Service Specification, DPS Agreement and SSQ documents will be available via the South East Business Portal during the DPS period.

5.1.3 Admission

- Once completed, Applications will be checked and validated.
- Applicants will receive a notification confirming whether or not their Application to join the DPS has been successful.
- If an application is unsuccessful, Applicants may re-apply for entry onto the DPS at any time during the DPS Agreement period.
- Applicants who are appointed to the DPS will be required to complete a GDPR questionnaire prior to the DPS Agreement being issued.
- The Council will maintain an Opportunity Notice on the South East Business Portal, OJEU and Contracts Finder at all times while the DPS is open to new applications.

6. Lots and Service Categories

6.1 The DPS consists of several Lots which are as follows:

1	Taxi and private hire – up to 7 passenger seats	Tenderers will be invited to quote for a vehicle with up to 7 seats and a driver. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
2	Taxi and private hire – wheel chair accessible vehicles	Tenderers will be invited to quote for a vehicle with up to 7 seats with a driver and wheelchair accessibility. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
3	Taxi and private hire – with a passenger assistant	Tenderers will be invited to quote for a vehicle with up to 7 seats with a driver and passenger assistant Services

		will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
4	Taxi and private hire – wheel chair accessible vehicles <u>and</u> passenger assistant	Tenderers will be invited to quote for a vehicle with up to 7 seats with a driver, passenger assistant and wheelchair accessibility. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
5	Minibus – 8 to 16 passenger seats	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
6	Minibus – wheel chair accessible vehicles	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver and wheelchair accessibility. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
7	Minibus – with a passenger assistant	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver and passenger assistant Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
8	Minibus – wheel chair accessible vehicles <u>and</u> passenger assistant	Tenderers will be invited to quote for a vehicle with up to 16 seats and a driver, passenger assistant and wheelchair accessibility. Services will include special education needs, children and adult social care transport needs and mainstream home to school transport needs.
9	Coach – 17+ passenger seats	Tenderers will be invited to quote for passenger seating capacity of 17 or more seats/number of children to be transported is 17 or more and a driver. Services will include mainstream home to school transport needs.

6.2 During the application stage Applicants will stipulate which Lots they wish to join.

6.3 It is the responsibility of Successful Applicants joining the DPS to maintain their organisation and service records to ensure up-to-date information is available to the Council for the call-off process.

7. Call-off Arrangements

7.1 The detailed process for calling-off services from the DPS is set out in

Schedule 4 of the DPS Agreement.

- 7.2 The Council will Call-Off services through a mini competition where all Successful Applicants for the relevant Lot will be invited to tender.

8. Timetable

- 8.1 The timetable for applications is as follows:

March 2019	DPS documentation placed on portal
April 2019	Applicant briefings
23rd April 2019	DPS closing date for first tranche of submissions
June 2019	Notification of outcome
1st July 2019 to 30 June 2023	DPS period
1st July 2019	Call-offs from DPS can commence

9. Financial Information

- 9.1 Successful Applicants will be set an annual and maximum cumulative contract value upon award on to the DPS.
- 9.2 Successful Applicants may submit new financial information in May and October of year each of the DPS. The first date in which new financial information may be submitted for testing is October 2019. Financial Information should be submitted via one of the secure methods below:
- Via the South East Business Portal messaging functionality.
 - Secure Egress Email: qmcc@oxfordshire.gov.uk
- 9.3 Financial Information will not be assessed until a complete set of documentation is submitted including the 6 monthly statement where required.
- 9.4 For further information relating to the financial documentation, limits and assessments is set out in Section C of the SSQ

10. Help & Support

- 10.1 If you require any help or support with your DPS application, the following contracts and communication methods should be used:

Type of Query	Who to contact
Questions relating to the Selection & Award criteria, Specification, DPS Agreement & supporting schedules	Questions must be raised via the messaging functionality on the South East Business Portal

South East Business Portal account queries & system support	Proactis Helpline: ProContractSuppliers@proactis.com
Changes to business status and/or ownership	qmcc@oxfordshire.gov.uk
General queries	<p>Staff are able to answer general portal queries by phone or email and are able to repeat information published in the SSQ and supporting documentation.</p> <p>Staff cannot engage in discussions regarding your answers to the questions set out in the SSQ Response Pack or the service requirements. These questions must be raised via the messaging functionality on the South East Business Portal</p> <p>Supported Transport: 01865 323500 qmcc@oxfordshire.gov.uk</p> <p>Procurement: Kay Appleby 07775 407553 kay.appleby@oxfordshire.gov.uk</p> <p>Umit Hannam 07766 441884 umit.hannam@oxfordshire.gov.uk</p>

South East Business Portal user guides have been published on the portal with the DPS opportunity advert.

Proactis user guides are also available on the South East Business Portal via the Help & Guidance page:

<https://supplierhelp.due-north.com/>

11. SSQ Response Pack Checklist : 23rd April 2019

Applicants should complete the following sections of the SSQ.

Part 1 – Potential Supplier Information
Part 1 - Sign Contact details and declaration
Section A – Mandatory Criteria
Section B – Technical & Professional Ability
Section C – Economic & Financial Standing table
Section D – Lots & Service Categories tables

12. Self-declaration Documentation

Applicants are not required to submit the following documentation with the SQQ Response Pack. Applicants may submit the information below from 23rd April if they wish to. Financial information must be submitted by **8th May 2019**.

Financial information
Insurance documents
GDPR questionnaire

