

**Better Futures Multi-Academy Trust (BFMAT) T/A
King Edward VI College**

King Edward Road, Nuneaton CV11 4BE

INVITATION TO TENDER

FOR THE PROVISION OF

STUDENT TRANSPORT

TENDER REFERENCE: Student Transport 2021

The Principal
King Edward VI College
King Edward Rd,
Nuneaton
CV11 4BE

Tel: 024 7632 8231

Invitation to Tender for the Provision of Student Transport

Reference: Student Transport September 2021 – July 2024

King Edward's College Nuneaton is seeking a supplier to provide a daily transport service (one route, twice daily) between Kingsbury and the college site. The college reserves the right to request additional routes in the future if appropriate due to increasing student numbers.

Part 1: To be retained by the Tenderer

Schedule A Instructions to Tenderers
Schedule B Conditions of Tender Submission
Schedule C Terms and Conditions for Transport Services
Schedule D Specification of Services

Part 2: To be returned to The College

By email to tenders@kecnuneaton.ac.uk

Selection Criteria - Financial and Capability Assessment – Separate document

Schedule E Letter of Acknowledgement
Schedule F Form of Tender
Schedule G Price Schedule and Method Statement
Schedule H Use of Sub Contractors
Schedule J Qualification of Offer

You are required to hold all information pertaining to this contract confidential and to limit the dissemination of information within your organisation to those involved in preparing your bid.

Your tender must be received by **2.00pm on Monday 21st June 2021**

It is our aim to complete our tender evaluation in such time that we can notify tenderers of our intended award decision by 02 July 2021. There will then be a voluntary standstill period (of at least 10 days) prior to a final award being made. The details relating to the application of the standstill period will be provided in the intention to award communications.

We look forward to receiving your completed Tender.

Yours faithfully,

Stuart Noss
Principal

PART 1
TO BE RETAINED BY TENDERER

INVITATION TO TENDER
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STUDENT TRANSPORT

Schedule A Instructions to Tenderers

1. Introduction

1.1 BFMAT T/A King Edward VI College (herein after referred to as The College) wish to appoint a Contractor to provide Student Transport to and from The College Site as set out in this Invitation to Tender pack. Please note The college reserves the right to request additional routes in the future if appropriate due to increasing student numbers.

1.2 The duration of the contract will be three (3) years from commencement of the agreement with the option to extend up to a maximum period of 24 months (3 + 1 + 1). Any such extension(s) shall be at the sole discretion of The College.

1.3 The requirement is set out in the Service Specification, Part 1- Schedule D of this invitation to tender.

2. Completion of Tender

2.1 Your tender return should be submitted to The College as requested and comprises the following documents (all of which are appended to this document).

Part 1 - For return immediately:

- **Schedule E** Letter of Acknowledgement

Part 2 - for return by Tender Closing Date – 2.00pm on Monday 21st June 2021

- **Selection Criteria – Financial and Capability Assessment (separate document)**
- **Schedule F** Form of Tender
- **Schedule G** Price Schedule and Method Statement

Complete Schedule G, the Price Schedule and Method Statement by inserting all of the detail requested. Your answers should relate only to the services and method of recompense set out in the Service Specification.

The prices you quote must be exclusive of VAT, and any VAT elements must be clearly stated as a separate charge at the current rate.

This Schedule forms part of the offer made in the Form of Tender.

- **Schedule H** Use of Sub Contractors

Please provide a list of all sub-Contractors you intend to use together with any goods and/or services that will be supplied by the sub-Contractors, including contact names, telephone numbers, email addresses and the relevant company names and addresses.

Note: Acceptance of the Tender will not imply consent to these proposals.

- **Schedule J** Qualification of Offer

Include here details of any areas where you will not be able to comply with the contract as set out in this Invitation to Tender. Qualifications should only be made if you cannot comply with the requirements of the contract, supported by a detailed explanation.

If your tender is qualified we reserve the right to reject it in total.

You are not required to submit any other documents.

Schedule B Conditions of Tender Submission

1. General

1.1 Contents of the Invitation to Tender

The Tender is to be made strictly in accordance with the requirements of this Invitation to Tender which, together with any addenda that are issued by The College, are together referred to as the Invitation to Tender.

1.2 Return if not Tendering

If, after completing Schedule E, acknowledging receipt of this information, the Tenderer decides not to submit a Tender, the Invitation to Tender package should be deleted and The College advised accordingly.

1.3 Enquiries concerning the Tender

All questions related to the tender should be submitted via email to:

Tenders@kecnuneaton.ac.uk using the subject heading “clarification question”

The question and the College's response will be notified to all Tenderers electronically, (without disclosing the name of the Tenderer who initiated the question).

On no account before the Tender Date is the Tenderer to contact or communicate with any person involved in work concerning this Invitation to Tender.

All questions concerning the tender must reference the tender page number and section number. Questions should be concisely stated and be numbered in sequential order.

1.4 Independent Tender

By submission of a Tender, the Tenderer warrants that:

The tender is a bona fide competitive Tender and prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.

In preparing the tender, the tenderer has not:

- Communicated with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender
- Entered into any agreement or arrangement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted

- Offered to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

The word “persons” includes any person and any body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

1.5 Modification by The College

Any advice of a modification to the Invitation to Tender shall be issued at least seven (7) days before the stated Tender Return Date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, The College shall revise the Tender Return Date in order to comply with this requirement. Other than when such modifications are made, extensions of time and date by which the Tender must be submitted will only be granted in exceptional circumstances.

2. Preparation of Tender

2.1 Cost of Tender

The College will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation, delivery or the evaluation of the Tender.

2.2 Language of Tender

The Tender and all accompanying documents are to be in English.

2.3 Validity Period of Tender

All details of the Tender, including prices and rates, constitute a legal Offer by the Tenderer and shall remain valid for Acceptance or Rejection by The College for ninety (90) days after the Tender Return Date.

The College reserves the right to claim any reasonable costs, including the time and costs of the tender evaluation panel and any related administration time, from the Tenderer if the Tender is withdrawn before the expiry of the ninety (90) day period.

2.4 Currency of Tender

Tender prices shall be in Sterling (GB pounds).

3. Delivery of Tender

The tender documents will be available on request by emailing tenders@kecnuneaton.ac.uk

3.1 Tender submission

All tender returns should be submitted via the above email address as a zipped folder by the tender return date

Clarification questions relating to this tender should be submitted via the above email address no later than 5.00pm on Monday 14 June 2021

Failure to follow these instructions will render the Tender invalid.

4. Treatment of Tender

4.1 The College's discretion

The College does not undertake to accept the lowest Tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between The College and the Tenderer.

The College reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion.

The College will accept the Most Economically Advantageous Tender based on the best price: quality ratio defined using the following award criteria (and relative weightings):

- | | |
|--|-----|
| • Pricing proposal | 65% |
| • Proposed service level | 20% |
| • Administration and contract management | 15% |

4.2 Tender not Returned

No part of the Tender submitted will be returned to the Tenderer.

4.3 Results of Tendering

An evaluation panel will consider all Tenders correctly submitted and will select one with a view to reaching a contractual agreement subject to clarification of any outstanding matters.

Upon completion of the tender evaluation, The College will observe a voluntary 10-day Standstill period by which all tenderers will be advised of the name of the proposed Contractor. At the end of this standstill period, a final decision will be made on whether to confirm the contract award or not and all tenderers shall be notified of the final award decision.

5. Anticipated Procurement Timetable

Action	Proposed Date
Contract Specification and Tender Documents available from	28 May 2021
Site Visits by potential service providers (If required)	Week commencing 7 June
Last date for submission of clarification questions	14 June 2021 5:00 p.m.
Deadline for return of Tender Documents	2.00pm Wed 21 June 2021
Presentations (if required and online)	w/c 28 June 2021
Notification of Intention to award contract	Friday 2 July 2021
Anticipated end of standstill period voluntary	12 July 2021 (midnight)
Confirmation to unsuccessful suppliers	13 July 2021
Target for start of contract	1st September 2021

Schedule C Terms and Conditions for Transport Services

This document specifies the Terms and Conditions of Contract. No other Terms and Conditions in any correspondence between the Parties shall apply to this Contract unless expressly agreed by the Parties and confirmed in writing.

1. Interpretation and Definitions

1.1 In these Conditions:

“The College” shall mean King Edward VI College (BFMAT so trading)

“Contract” shall mean the agreement made between The College and The Contractor, including all specifications and documents, and the Contract shall comprise of these conditions.

“Contractor” shall mean the Contracting party who undertakes to provide the Services to The College as detailed in the Service Specification and as provided for in the Contract, meaning a person or persons, firm, Company or other legal entity whose quotation has been accepted by The College.

"Contract Price" means the price exclusive of Value Added Tax payable to The Contractor by The College under the Contract for the full and proper performance by The Contractor of his part of the Contract.

“Driving Licence” shall mean a licence with full entitlement for the holder to drive a Passenger Carrying Vehicle (PCV)

“Passenger” shall mean any person carried in a vehicle supplied by The Contractor, or any Sub-Contractor, in the provision of the Service.

“Passenger Carrying Vehicle” (PCV) shall mean any vehicle used for carrying more than 8 passengers (*Road Traffic Act 1988*)

"Premises" means the location or locations where the Services are to be performed as specified in the Purchase Order.

"Purchase Order" means The College's Purchase Order or other official document specifying The College's requirements for the Contract to which these conditions are annexed.

“Schedule of Passengers” shall mean any itinerary issued to The Contractor detailing names and special needs / medical conditions of passengers, pick-up / drop off locations and required times of routes / journeys to and from The College’s premises, and emergency contact details of parents or guardians.

“Scheduled Regular Service” shall mean any Lot or route required to be undertaken at least on a weekly basis and detailed as such as part of this Tender, including any routes added after the commencement of the Contract.

"Services" means all work which The Contractor is required to supply under the Contract and shall, where the context so admits, include any materials, articles and goods to be supplied there under.

- 1.2 Unless the context otherwise requires, reference in these conditions to any enactment, order, Regulation or other similar instrument shall be construed as a reference to the enactment, order, Regulation or instrument as amended or re-enacted by any subsequent enactment, order, Regulation or instrument.

- 1.3 The headings to these conditions shall not affect their interpretation.

2. Validity

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

3. Variation of Conditions

The Services shall be supplied in accordance with these conditions. Any conditions which The Contractor may seek to impose and which in any way add to, vary or contradict these conditions shall be excluded and not form part of the Contract, unless each of such conditions has been specifically agreed to in writing by The College.

4. Notice

- 4.1 Any notice required to be given in writing under the Contract shall be sent by email, first class or Registered post, or delivered by hand to an agreed address of the party for which it is intended.
Notices sent by email shall be deemed to have been given and received upon successful transmission to an email address.
- 4.2 A correctly addressed envelope, posted 1st class, shall be sufficient proof of the serving of a notice by post, and shall be assumed to have been received within forty-eight hours of posting.
- 4.3 Any notice delivered by hand shall be deemed to have been delivered and received with relevant proof of receipt by The College - to include signature, date and The College stamp.

5. Contractor's Status

- 5.1 In carrying out the Services, the Contractor shall be acting as principal and not as the agent of The College Accordingly:
- 5.2 The Contractor shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of The College, and

- 5.3 nothing in the Contract shall impose any liability on The College in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of The College to the Contractor that may arise by virtue of either a breach of the Contract, or any negligence on the part of The College, its staff or agents.

6. Contractor's Personnel

- 6.1 The Contractor shall employ sufficient persons of good character, with the appropriate qualifications, levels of competence, skills and experience to ensure that the Service is provided at all times in accordance with the Contract.
- 6.2 All Contractor personnel and any sub-Contractors used in the provision of this Service shall be deemed to be employed directly by the Contractor at all times throughout the duration of this Contract.
- 6.3 The Contractor shall advise The College Director of Finance or his/her representative of any changes to the information submitted in Schedule H Use of Sub-Contractors
- 6.4 Where The College considers whether there are grounds for the exclusion of a subcontractor under Regulation 57 of the Public Contracts Regulations 2015, then:
- 6.4.1 if The College finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor.
- 6.4.2 if The College finds there are non-compulsory grounds for exclusion, The College may require the Supplier to replace or not to appoint the Subcontractor and the Supplier shall comply with such a requirement.
- 6.5 Owing to the nature of this Contract there is substantial contact with children and vulnerable groups. Individuals employed as drivers for this Service are required under the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (as amended), to reveal any criminal convictions, bind overs or cautions, including those which would normally be regarded as spent. In addition, under the Disclosure of Criminal Background of those with Access to Children (Children Act 1989), these individuals will also be subject to an enhanced Disclosure & Barring Service (DBS) check. The Contractor shall be responsible for meeting these statutory obligations at no cost to The College.
- 6.6 The Contractor shall be responsible for ensuring that all drivers used for the provision of this Service hold, at all times, a valid driving licence which gives them full entitlement to drive any vehicle used in the delivery of this service.
- 6.7 If and when instructed by The College, the Contractor shall give to The College a list of names and addresses of all persons who are, or may be, at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as The College may reasonably require.

- 6.8 The Contractor shall take the steps reasonably required by The College to prevent unauthorised persons being admitted to the Premises. If The College gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice including the surrender of all identity cards, badges or passes issued to that person.
- 6.9 The decision of The College as to whether any person is to be admitted to, or is to be removed from the Premises, or is not to become involved in, or is to be removed from involvement in the performance of the Contract, and as to whether the Contractor has furnished the information or taken the steps required of him by this condition shall be final and conclusive.
- 6.10 If required by The College, the Contractor shall replace any person removed under this condition with another suitably qualified person.
- 6.11 The Contractor shall bear the cost of any notice, instruction or decision of The College under this condition.

7. Manner of Carrying out the Services

- 7.1 The Contractor shall make no delivery of materials, vehicles, plant or other equipment nor commence any work on the Premises without obtaining The College's prior consent.
- 7.2 Access to the Premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as The College may reasonably require.
- 7.3 The College shall have the power at any time during the progress of the Services to order in writing:
- 7.31 the removal from the Premises of any materials or vehicles which in the opinion of The College pose a health and safety risk or are not in accordance with the Contract, and/or
- 7.32 the substitution of proper and suitable materials or vehicles, and/or
- 7.33 the re-execution of any Service which is not, in the opinion of The College, in accordance with the Contract.
- 7.4 On completion of the Services the Contractor shall remove all vehicles, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

8. Time of Performance

The Contractor shall begin performing the Services on the date stated in the Purchase Order and shall complete them by the date stated in the Order or continue to perform them for the period stated in the Order (whichever is applicable). Time is of the essence of the Contract.

9. Forms

An advice note shall accompany each complete performance of the Services or of any separable part thereof. A bill shall be rendered on the Contractor's own invoice form to The College. All advice notes and other relevant correspondence and invoices, shall be clearly marked with The College's Order number, the consignee and the description and dates of the Services concerned.

10. Free-Issue Materials

Where The College for the purpose of the Contract issues materials free of charge to the Contractor such materials shall be and remain the property of The College. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Contractor shall notify The College of any surplus materials remaining after completion of the Services and shall dispose of them as The College may direct. Waste of such materials arising from bad management or negligence of the Contractor or any of his servants' agents or sub-Contractors shall be made good at the Contractor's expense.

11. Audit

The Contractor shall keep and maintain all documentation until two years after the Contract has been completed and shall make such records available to The College if requested.

12. Patents, Logos and Trademarks

- 12.1 It shall be a condition of the Contract that, except to the extent that the Services incorporate designs furnished by The College, The Contractor will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party, and the Contractor shall indemnify The College against all actions, claims, demands, costs and expenses which The College may suffer or incur as a result of or in connection with any breach of this condition.
- 12.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, models, designs or other materials furnished to or made available to the Contractor by The College are hereby assigned to and shall vest in The College absolutely.
- 12.3 The provisions of this condition 12 shall apply during the continuance of the Contract and after its termination howsoever arising.

13. Publicity and Confidentiality

- 13.1 The Contractor shall at all times endeavour to act in the best interests of the College under a duty of trust and confidence.
- 13.2 The Contractor and The College shall not, without prior written permission, use any confidential information for any purpose other than is necessary for the performance of its obligations under the Contract, nor make use of any information contained in any material prepared or provided

by The College or the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.

- 13.3 The Contractor shall not refer to The College or the Contract nor use The College logo or other identifier in any advertisement or other public announcement without The College's prior written consent. This does not preclude the Contractor from issuing publicity approved in advance by The College.
- 13.4 The Contract is subject to the Freedom of Information Act 2000.

14. Warranties and Default

- 14.1 The Contractor warrants to The College that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for The College to expect in all the circumstances.
- 14.2 The Contractor agrees that the said vehicle(s) shall not, whilst being used in connection with the Contract, carry or pick-up, whether for hire or reward, any person or goods other than those carried in fulfilment of the Contractor's obligations under the Contract, unless otherwise agreed in writing by The College.
- 14.3 If the Contractor fails to comply with any terms of the Contract, either in relation to provision of the Services or otherwise, The College shall be entitled (whether or not the Services or any part thereof have been accepted by The College) to avail itself of any of the following remedies at The College's discretion:
- a) rescind the Contract; or
 - b) give the Contractor the opportunity to carry out remedial work in respect of the Services at the Contractor's expense so that they comply with the terms of the Contract; or
 - c) refuse to accept any further performance of the Services without any liability to the Contractor; or
 - d) carry out at the Contractor's expense such work as may be necessary to make the Services comply with the Contract; or
 - e) claim such damages, costs and expenses as The College may have sustained in consequence of any breach of the terms of the Contract or failure by the Contractor to comply with any statutory or other legal obligations herein specified or implied by law.

These rights shall be in addition to and without prejudice to any other rights The College may have.

15. Assignment and Sub Contracting

- 15.1 Any change in ownership of the Contractor's company or business or change of partners and in the case of a Company a change in shareholders that constitutes a substantial change in the ownership of the business, whether or not this involves change of name, must be notified by the Contractor to The College in writing fourteen days prior to such change occurring. Failure to do so may be regarded as a breach of Contract.
- 15.2 No part of this contract shall be sub-contracted, transferred or assigned to a third party without the express written agreement of The College.
- 15.3 In the event of an emergency the Contractor may arrange for temporary sub-contracting, providing the drivers and conductors meet the requirements of Schedule D clause 10.1 Service Personnel Requirements, and that all legal requirements are in place. The Contractor **must** notify The College prior to its intention to sub-contract. In such circumstances The College will decide whether to permit the emergency sub-contracting, and the continuance of the temporary emergency arrangements, or The College shall arrange suitable provision itself. Failure by the Contractor to comply with this condition will allow The College to terminate the contract immediately and without warning.

16. Substitution

- 16.1 If the Contractor fails to observe or perform any of the terms or conditions of the Contract to the satisfaction of The College or the Contract is terminated or suspended, The College may employ another person or persons to perform any part or the Contractor's entire obligation under the Contract and The Contractor will not be paid the sums due during these periods.
- 16.2 If The College is required to pay to that person or those persons a sum of money greater than that due to the Contractor the excess will be recovered by The College from the Contractor as a debt.

17. Health and Safety

- 17.1 The Contractor shall ensure that all personnel have received sufficient training in all areas of Health and Safety relating to the delivery of this Contract, and that they carry out their duties in compliance with all such Regulations.
- 17.2 All Contractor personnel shall undertake tasks in a way which complies with the Contractor's Health and Safety policy, safe systems of work, risk assessments and any other legislative requirements.
- 17.3 The Contractor shall make all Health and Safety documents available to The College upon request
- 17.4 All Service personnel shall observe the correct procedures for the lifting, handling and movement of passengers, equipment and luggage, in accordance with the Manual Handling Operations Regulations 1992 (as amended) and Management of Health and Safety at Work Regulations 1999.

17.5 The Contractor shall have procedures in place for the reporting and investigation of injuries and accidents, which shall satisfy the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

17.6 All injuries and accidents must be reported immediately to The College.

18. Waiver

Any failure or delay by The College to insist at any time upon the performance of any of the terms, provisions or undertakings of the Contractor contained in the Contract, or failure to exercise any rights under the Contract, shall not constitute or be construed as a waiver thereof or a relinquishment of The College's rights to require the future performance of any such term, provision or undertaking, but the obligation of the Contractor with regard to the same shall continue in full force and effect.

19. Purchase Order

19.1 A Purchase Order raised electronically or in writing by The College constitutes an Offer on the part of The College to acquire the Services subject to these conditions which must be accepted either in writing by the Contractor or by the actual execution of the Purchase Order.

19.2 Acceptance of the Purchase Order will be deemed to bind the Contractor to these conditions and the Services shall not be supplied or performed by the Contractor, his employees, agents or representatives, except in accordance herewith. The Contractor's conditions of sale do not form any part of the Contract whatsoever.

19.3 The Contractor is deemed to have understood the nature and extent of the Services and to have visited the Premises and shall make no claim founded on his failure to do so. The College shall not be liable for any Order unless it is issued or confirmed on its Purchase Order or other official document and signed by an authorised officer of The College.

20. Contract Price

20.1 The Contract Price shall be quoted in Sterling (GB Pounds) 'net', that is, after deduction of all agreed discounts. Value Added Tax, where applicable, should be shown as a separate charge.

20.2 All route pricing must relate only to the distance travelled between the initial collection point and the final destination, including the same for any return journeys. Transportation of Contractor personnel and the vehicles to or from collection and destination points will be at the expense of The Contractor.

20.3 The Contractor's tendered prices shall be fixed for a minimum period of 36 calendar months from the commencement of the Services.

- 20.4 After the 36-month period and subject to any contract extension, The Contractor may apply for a price amendment on an annual basis and shall give not less than three calendar months' notice in writing of the proposed increased price to The College.
- 20.5 The Contractor, if applying for a price amendment, shall clearly identify the proposed price in pounds Sterling, rather than expressed as a percentage or any other measure of movement.
- 20.6 The Contractor's application for a price amendment must be accompanied by factual supporting information, but is not limited to copies of third party invoices, which detail all cost increases incurred since the commencement of the Contract or the implementation of the last price amendment (whichever is the most recent). The College cannot consider any price application without such supportive information.
- 20.7 The maximum price amendment in any year shall be 2%, or the Retail Price Index percentage movement over the immediately preceding 12 months, whichever is the lesser.
- 20.8. Any variation in pricing must be agreed in writing by the College at least 28 calendar days in advance of implementation
- 20.9 After any Contract extension or acceptance of a price amendment, no further price amendments may be made whatsoever (whether on account of increased material, labour or transport costs, fluctuations in rates of exchange or otherwise) within the next twelve calendar months.

21. Service Provision, Variation and Cancellation

- 21.1 The College shall give not less than one month's notice to the Contractor of all main and mid-term holidays, occasional holidays and closures, and the Contractor shall not be entitled to any payment in respect of such periods.
- 21.2 The College may at any time, by notice to the Contractor, cancel the Services to be provided under the Contract for any day specified in such notice.
- 21.3 The College shall pay to the Contractor the agreed sum for any previously agreed day on which the transport is no longer required and for which less than 24 hours' notice of cancellation was given, with the exception of any emergency closure of The College, when the payment due shall be agreed by the parties.
- 21.4 In the event of a period of notice of 24 hours or longer being given by The College to the Contractor to cancel a Service, no payment shall be made for the period of the cancellation.
- 21.5 The detail relating to number of passengers, places, routes and times may be varied at the request of The College, and the Contractor shall not unreasonably object to any modifications requested by The College.
- 21.6 Should the operational needs of The College change, The College reserves the right to revise and renegotiate specific lots / journeys / routes or any other part of the contract under this Tender.

- 21.7 The revision of any journeys / routes as requested by The College shall be at no additional cost to The College, unless the total distance of a particular route is increased by more than 5% of that particular journey/route mileage, in which case the Contractor shall submit to The College a revised rate for that particular journey / route.
- 21.8 In these circumstances, if any revised journey / route rates are viewed to be uncompetitive The College reserves the right to cancel the Contract and seek Tenders for those lots / journeys / routes.

22. Invoicing and Payment

- 22.1 Invoices should be submitted after the end of the month for which Services have been provided.
- 22.1.1 To prevent delays in payment invoices should quote the Purchase Order number along with any relevant booking reference numbers, and should be submitted with signed journey receipts attached (where applicable). Value Added Tax (where applicable), shall be shown separately on all invoices as a strictly net extra charge.
- 22.2 The College will pay the Contractor in accordance with the agreed Contract rates or as modified from time to time as provided for in the Contract.
- 22.3 Due payment amounts shall be adjusted for variations in Service performance and in conjunction with any agreed Service Credit Scheme The College has in place, as detailed within the section on 'Performance of Services' in the Service Specification. The Contractor shall raise Credit Notes to validate these adjustments, or clearly indicate such adjustments on its Invoices.
- 22.4 Whenever under the Contract any sum of money shall be recoverable from, or payable by, the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under this Contract or under any other Contract with The College.
- 22.5 Payment for the Services rendered, unless stated otherwise in the Contract, shall be made within 30 days of receipt of a correctly submitted invoice.
- 22.6 The College will seek to encourage genuine early settlement discounts offered by the Contractor.
- 22.7 These Payment Terms shall not be varied without the express written authority of a Director or Senior Officer of The College.

23. Indemnity

Except insofar as such loss, damage or injury shall have been caused by negligence on the part of The College, its servants or its agents:

- 23.1 The Contractor shall at its sole cost and expense, indemnify, protect, defend and hold The College harmless from and against any and all claims, demands, losses, costs, expenses, obligations, disbursements, liabilities and damages of any kind or nature whatsoever which may be imposed

upon, incurred by or asserted or awarded against The College, which arises from or are as a result of the Contractor's actions and/or omissions in relation to this Contract or any breach of this Contract by the Contractor.

- 23.2 In the event The College incurs any expense in carrying out any work that the Contractor is obliged to carry out under the contract due to any cause whatsoever, The Contractor shall fully indemnify The College against such expenses incurred, including any costs arising from the need to arrange replacement services.
- 23.3 The Contractor shall be responsible for and shall indemnify The College against all liability for damage or personal injury or death arising out of or in connection with the performance of this contract.
- 23.4 Without prejudice to the generality of the foregoing the Contractor shall indemnify The College against any loss, claims, or proceedings arising out of the Contractor's ownership and/or operation of the vehicle(s).
- 23.5 The Contractor shall bear the responsibility and any additional cost incurred as a result of future changes to vehicle legislation, for example regarding exhaust emissions.

24. Insurance

- 24.1 Without prejudice to its liability to indemnify The College the Contractor shall affect and maintain at all times during the period of this Contract, at their own expense, and from a reputable organisation:

Public Liability Insurance in a sum not less than £10 million for each and every occurrence

Employer's Liability Insurance in a sum not less than £10 million for each and every occurrence.

- 24.2 Any such insurance shall name The College as a Co-insured Party on all relevant policies and must be endorsed by the Underwriters / Insurers to prevent any exercise or rights of subrogation against The College, its other Contractors, and/or its employees.
- 24.3 If The Contractor wishes to self-insure against such risks, details of these arrangements must have first been approved by The College in writing prior to the execution of the Contract.
- 24.4 The Contractor shall provide sight of original documentation (including cover notes, policies and premium receipts) and shall provide copies of this documentation to The College. The Contractor shall notify The College in the event of any change therein, including policy expiry and renewal. The details of such insurance shall be supplied to The College as and when required.
- 24.5 If the Contractor defaults in insuring, The College may terminate the contract or itself effect insurance and charge the cost together with an administrative charge of 5% to The Contractor.

- 24.6 The Contractor shall affect and maintain at all times during the period of this Contract, at their own expense, and from a reputable organisation comprehensive vehicle insurance to cover all vehicles used to deliver this Service including vehicles provided by the college.

25. Conflicts of Interest

The Contractor shall take all appropriate steps to ensure that neither it nor any employee, servant, agent, supplier or sub-Contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of The Contractor, or such persons, and the duties owed to The College under the provisions of the Contract. The Contractor shall disclose to The College full particulars of any such conflict of interest which may arise.

26. Fraud

The Contractor shall safeguard The College's funding of the Contract against fraud generally and, in particular, fraud on the part of the staff, or the Contractor's directors. The Contractor shall notify The College immediately if it has reason to suspect that any fraud has occurred, or is occurring, or is likely to occur.

27. Competition Law

The Contractor warrants that it has engaged in no price fixing, bid rigging, illegal price information exchange agreement or other arrangement in breach of UK, EU or other competition laws relevant to the Contract or arrangements between the parties.

28. Discrimination

- 28.1 The Contractor, and any sub-Contractors shall comply with its responsibilities under the Equality Act 2010 to eliminate unlawful racial discrimination, promote equal opportunities and promote good relations between people of different racial groups.
- 28.2 The Contractor shall comply with The College's policies and procedures to prevent unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religion and belief.
- 28.3 The Contractor warrants that its own practices and procedures comply with legislation to prevent unlawful discrimination and that its employees are fully trained on matters relating to the prevention of unlawful discrimination.
- 28.4 The Contractor shall provide such information as required by The College in relation to its compliance with anti-discrimination legislation and will co-operate with any investigation by The College or a body empowered to carry out such investigations under the relevant legislation.

29. Rights of Third Parties

Nothing in this Contract is intended to confer a benefit of any kind on any third party in relation to it, and in particular a person who is not a Party to the Contract may not enforce any of the terms nor object to any variation, and neither shall any person who is not a Party have any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to this Contract.

30. Freedom of Information

- 30.1 The Contractor acknowledges that The College is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 and/or Environmental Information Regulations 2004 and that The College may be under an obligation to provide Information on request. Such Information may include matters relating to, arising out of, or under, this Contract.
- 30.2 In the event that The College receives a Request for Information, The College will advise the Contractor of the request.
- 30.3 In the event that The College receives a Request for Information and requires the Contractor's assistance in obtaining such Information, the Contractor will respond to any related request for assistance from The College, at its own cost and within five (5) days of receiving the request for assistance.
- 30.3 The College shall be entitled to disclose all Information to the extent that it is obliged to do so, within the required 20 days, in order to respond to that request in accordance with FOIA and/or EIR.

31. Dispute Resolution and Arbitration

- 31.1 The College and the Contractor shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 working days of either party notifying the other of the dispute.
- 31.2 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
- 31.3 If the dispute cannot be resolved by the parties pursuant to clause 31.1 the dispute shall be referred to mediation pursuant to the procedure set out in clause 31.5 unless The College considers that the dispute is not suitable for resolution by mediation or the Contractor does not agree to mediation.
- 31.4 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor (and its employees, consultants, agents or sub-contractors) shall comply fully with the requirements of the Contract at all times.
- 31.5 The procedure for mediation is as follows:

- 31.5.1 a neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the parties. If they are unable to agree upon a Mediator within 10 working days after a nomination of a Mediator by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 10 working days from the date of the nomination or within 10 working days of discovering that the nominated Mediator is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.
- 31.5.2 The parties shall within 10 working days of the appointment of the Mediator meet with the appointed Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 31.5.3 Unless otherwise agreed in writing, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence, save that details of the settlement may be given to any Central Government department without the permission of the Contractor, and without prejudice to the rights of the parties in any future proceedings.
- 31.5.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.
- 31.5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 31.5.6 If the parties fail to reach agreement in the structured negotiations within 45 working days of the Mediator being appointed, or such longer period as may be agreed by the parties in writing, then any dispute or difference between them may be referred to the Courts.

32. Termination

Without prejudice to any other rights or remedies it may have, The College shall have the right at any time to terminate the Contract forthwith, in whole or in part, and to claim for all resulting losses and expenses (including, without limitation, the cost of replacing the Services in respect of which the Contract has been terminated with services of a similar description) if:

32.1 Breach of Contract

The Contractor commits a breach of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the breach within 7 calendar days (or such longer period as The College may as its option agree in writing) of written notice from The College to do so.

32.2 Statutory Health and Safety Regulations

There is any infringement by the Contractor of any Statutory Health and Safety Regulations.

32.3 Insolvency

32.3.1 The Contractor shall become insolvent or cease to trade or compound with its creditors; or

32.3.2 a bankruptcy petition or order is presented or made against the Contractor or, where the Contractor is a partnership, against any such partner, or if a trustee in sequestration is appointed in respect of the assets of the Contractor or (where applicable) any such partner; or

32.3.3 a receiver or an administration receiver is appointed in respect of any of the Contractor's assets; or

- i) a petition for an administration order is presented or such an order is made in relation to the Contractor; or
- ii) a resolution or petition or order to wind up the Contractor is passed or presented or made or a liquidator is appointed in respect of the Contractor (otherwise than for reconstruction or amalgamation).

32.4 Bribery and Corruption

The Contractor has offered, given, agreed to give, received or solicited to or from anyone a bribe, gift, consideration, inducement or reward for doing or not doing anything in relation to The Contract or the delivery of the Service contrary to the Bribery Act 2010.

32.5 Discrimination

Notice has been given to the Contractor of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and the Contractor has failed to remedy the breach within the stated period.

32.6 No Fault Termination

The College's needs change. In this instance then;

- i) Otherwise than by the seller's insolvency or bankruptcy, the Contract can be terminated by The College giving a minimum of three months' notice in writing.
- ii) A fair and reasonable price shall be paid for any part of the Services performed at the time of the cancellation.
- iii) The College shall not be liable for any loss to the Contractor including consequential loss.

33. Force Majeure

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of the Contractor to use his best endeavours to fulfil his Contractual obligations.

34. Law

This Contract shall be subject to English Law and the exclusive jurisdiction of the English Courts.

Schedule D
Specification of Services

**INVITATION TO TENDER
FOR THE PROVISION OF
STUDENT TRANSPORT**

TENDER REFERENCE

Student Transport 2021

Schedule D Specification of Services

1. Transport Tender Specification

This document specifies the requirements for the management and provision of a **Student Transport Service** to / from The College and ad hoc services to/from various other locations, locally and regionally. The duration of the contract will be three (3) years from commencement of the agreement with the option to extend up to a maximum period of 24 months. Any such extension(s) shall be at the sole discretion of The College.

1.1 Summary of Requirements

The main requirement of this Service will be:

- 1.1.1 To transport students to and from The College. The current bus route is detailed in **Appendix B**. The College has one site located at King Edward Road, Nuneaton, CV11 4 BE.
- 1.1.2 An additional requirement on an ad hoc basis to transport students locally, regionally and nationally for example to sporting events and educational field trips as part of the students' curriculum. See Appendix B for typical examples of trips undertaken during 2018/19. The information is provided to enable the tenderer to understand the types of trips, and in any given year the number and destinations of trips will vary.

1.2 Current Provision and Requirements

The Contractor's staff and drivers where applicable, must:

- Hold Enhanced DBS clearance
- Adhere to the Contractor's Safeguarding Policy and Procedures
- Adhere to the College's Safeguarding Policy and Procedures

Please ensure that you carefully consider these key requirements when preparing your proposal.
(Figures provided as of summer 2021)

College Site	Total number of students	Students currently using this service	Number of wheelchair users
King Edward's Road, CV11 4BE	1236	44	0

2. Definitions

"The College" shall mean BFMAT T/A King Edward VI College.

“Contractor” also referred to as the “Service Operator”, shall mean the party, whom The College enters into The Contract to supply the services as provided for in the Contract, meaning a person or persons, firm, Company or other legal entity whose quotation has been accepted by The College.

“Contract” shall mean the agreement made between The College and the Contractor and shall comprise of these conditions.

3. Objectives of The College Transport Service

The aim of The College Service will be to provide a high-quality transport service for the students of The College. The following are identified as the key objectives which the Contractor (Service Operator) will be expected to address:

- To ensure the health and safety of all passengers
- To provide a reliable, punctual and flexible service which meets the needs of the students
- To provide a value for money service
- To build a good working relationship with The College

4. The Contract

4.1 Contract Duration

A Service for the provision of student transport is required between 01 September 2016 to 31 August 2019. The duration of the contract will be 36 months from commencement of the agreement with the option to extend up to a maximum period of 24 months. Any such extension(s) shall be at the sole discretion of The College.

4.2 Contract Review

4.2.1 The continuance of this contract is subject to satisfactory performance by the Contractor and the outcome of an annual College Service review.

4.2.2 The College reserves the right to retender any part of, or this entire contract.

5. Scope of Services

To transport students to and from The College. The College has one site located at King Edward Road, Nuneaton, CV11 4BE. There is roadside parking outside the college entrance. The current bus route is detailed in **Appendix A**. The data is provided for information only to help with the preparation of submissions and will be subject to change on an annual basis.

All Services are required to operate from Monday to Friday during term time only. This equates to approximately 180 days per annum. The Contractor will be provided with a schedule of expected passenger numbers before the Services commence.

A draft of the 2020/2021 academic terms is provided below as a guide. Subsequent yearly calendars will be provided to the Contractor.

	Period Starts	Period Ends	Closure Period	Requirement Days)
Autumn Term				
Classes Commence	07/09/20	23/10/20		35 days
Half Term	26/10/20	30/10/20	1 Week	N/A
Classes Recommence	02/11/20	18/12/20		35 days
Christmas break	21/12/20	01/01/21	2 Weeks	N/A
Spring Term				
Classes Commence	04/01/21	12/02/21		30 days
Half Term	15/02/21	19/02/21	1 Week	N/A
Classes Recommence	22/02/21	01/04/21		29days
Easter Break	02/04/21	16/04/21	2 + 1 day Weeks	N/A
Summer Term				
Classes Commence	10/04/21	28/05/21		29 days
May Day	03/05/21	03/05/21	1 Day	N/A
Half Term	31/05/21	04/06/21	1 Week	N/A
Classes Recommence	07/06/21	02/07/21		25 days
Staff only	05/07/21	14/07/21	1 week + 3 days	
End of Term	15/07/21	Sept 2021		N/A

Timetabled variations to this service may occur at the following times: -

- Start of academic year
- New student induction (June or July - 1 week - extra lunchtime service required)
- End of term arrangements, Summer and Winter - lunchtime drop off

The following table provides an overview of the current route and student numbers as a guide. These will be subject to change on an annual basis. Further details including the route pick up points are provided in **Appendix A**

Route	Main Route	No. of passengers
1	KINGSBURY	44

5.1 An additional requirement, on an ad hoc basis, will be to transport students locally, regionally and nationally to sporting events and educational field trips as part of the students' curriculum. See **Appendix B** for typical examples of trips undertaken. The trip information is provided for guidance only and you will be asked in the pricing schedule to provide some pricings for a selection of trips.

This service equates to approximately 8% of the total contract value.

6. Variation to Services

There may be occasions when The College needs to cancel or amend the Services outlined above. Please refer to Schedule C - Terms and Conditions for Transport Services - for contractual details.

7. Charging and Invoicing for Services

7.1 Charge Rates

Regardless of the method of arranging, requesting or booking any journey to or from, or on a route between any College site, the Contractor and his drivers shall ensure the correct charge for the journey is applied at all times, in accordance with the Contract rates quoted and detailed in Schedule G – Price Schedule and Method Statement.

7.2 Recording of Journeys

The Contractor and his drivers / conductors shall ensure that all journeys to or from, or on a route between, any College site, are recorded electronically in such a manner that the information may be presented for the purpose of Contract reviews.

7.3 Scheduled Regular Journeys

All Scheduled Regular Journeys shall be recorded by the driver / conductor upon completion (in a method agreed by The College and the Contractor), and passed to the Contractor who shall subsequently raise a consolidated invoice at the end of the month for the provision of all Scheduled Regular Journeys.

7.4 Special Bookings – 'On Account'

Where The College requests an ad-hoc Service it will provide the Contractor with a Purchase Order number and state the journey is 'On Account' and should be invoiced direct to The College. The Contractor shall subsequently submit a consolidated invoice at the end of the month for the provision of all ad-hoc Special Bookings.

8. Managing the Service

8.1 Statutory Requirements

10.1.1 The Contractor shall have obtained planning permission for the use of premises from which to operate a Coach or Bus / Minibus hire company.

- 10.1.2 The Contractor shall hold, and provide The College with sight of, a valid Passenger Carrying Vehicle Operator's Licence of the relevant classification as required by Section 12 of the Public Passenger Vehicles Act 1981, or a permit issued under section 19 of the Transport Act 1985 or any amendment or re-enactment thereof, which allows the operation of the Contract in the manner proposed.
- 10.1.3 Where applicable, the Contractor shall hold and provide The College with sight of, a valid Radio Communication Agency Licence at all times throughout the provision of this Service.
- 10.1.4 If a passenger is disabled and is dependent upon a guide, hearing or other assistance dog the driver MUST allow the dog to be carried, at no charge, in accordance with the Equality Act 2010 unless the vehicle is clearly displaying the statutory exemption certificate. Refusal to carry an assistance dog without good reason or exemption is an offence, and The College shall inform the relevant authorities of any instances where the Contractor or his staff fail to comply with this legal requirement.

8.2 Service Information

- 8.2.1 Vehicles shall display adequate signage for The College Service and the destination to avoid any passenger confusion.
- 10.2.2 The College may (at its own cost) supply the Contractor with College branded timetables, leaflets, posters or cards (including Braille versions) for issue to Passengers. The Contractor shall be expected to meet all reasonable requests to display or carry such items within his vehicles.

8.3 Image and Marketing

- 8.3.1 The College would like to maximise marketing opportunities through the transport contract and therefore Tenderers are asked to provide costs for bus / coach back, side and inner advertising on vehicles used by The College.
- 8.3.2 The Contractor agrees to assist The College by ensuring that all marketing materials in connection with this Service reflect The College's attainment of being an outstanding College. All branding, imagery and design concepts will be provided by The College to sit within the corporate brand identity.

8.4 Service Requirements and Expectations

- 8.4.1 The Contractor shall ensure his operational base is sufficiently equipped to fulfil his contractual obligations at all times.
- 10.4.2 The Contract shall be invalid and liable to termination with immediate effect should an Operator's Licence / Permit previously granted, be suspended, withdrawn or have conditions attached to it for any reason by the relevant authorities which prohibits the operation of this Contract.
- 10.4.3 The Contractor shall establish a two-way communication system between drivers and the operating base whilst their vehicles are in transit, to enable information to be passed to The

College in case of emergencies, or other untoward incidents, safeguarding the overall interests of all passengers.

- 10.4.4 The Contractor shall provide all employees allocated to this Service with a uniform and Identification Card bearing their photograph (or a suitable company badge), to be carried / worn at all times, and which should be presented when requested by a representative of The College, any Passenger or the guardian / parent of any passenger. A sample copy of the ID card or badge shall be provided with the tender submission.
- 10.4.5 The Contractor is responsible for providing a reliable and punctual service to meet the specification, which includes the provision of the vehicle and any appropriate equipment and adaptations.
- 10.4.6 The Contractor shall ensure (at its own cost) that adequate staff, vehicles and resources are available to deliver all journeys requested by The College within 10 minutes following the specified time (pick-up and arrival) and shall have sufficient capacity and resources to quickly arrange the provision of Services for urgent or unforeseen work.
- 10.4.7 The Contractor shall co-operate in ensuring that an effective working relationship between the Contractor's staff and College staff is maintained.
- 10.4.8 The Contractor shall organise, in so far as practical, that the same vehicle / driver be used on Scheduled Regular Journeys to establish trust and co-operation between all parties involved, in particular between the drivers and the passengers and their parents / guardians.

9. Delivering the Service

9.1 Service Requirements and Expectations

- a) The Contractor shall notify The College or its representatives immediately of any lateness or non-attendance of staff and the action taken to continue to provide the Service, including the name of the alternative staff member to be provided.
- b) Drivers shall carry The College's emergency contact details and where appropriate a schedule of Passengers (e.g. for College trips).
- c) Drivers are required to be punctual at all times to within 10 minutes of the required pick-up and arrival times.
- d) The Contractor and his employees shall ensure prior to departure that all College passengers are in possession of a valid bus pass for the route.
- e) The driver shall ensure that no unnecessary detours or unscheduled stops be made during the discharge of the Service. Where a detour is unavoidable, for example road works, the driver shall explain to the passenger(s) and The College why this was necessary. Where the detour delays any student's arrival at College or drop off by more than 20 minutes, The Contractor / driver shall pass the information on to The College at the earliest opportunity.

f) Passengers on a Scheduled Regular Service shall be picked up and set down only at those locations and within the range of times as specified under this Service provision, unless modified in writing by The College.

g) The driver shall comply with any instructions issued by The College, for example specifying that a passenger must be delivered to the care of a named person.

9.2 Student and Staff Passengers

a) Students and staff will have been issued with a College bus pass entitling them to travel on The College Service. These will only be valid for specific routes and during those periods covered by The College Service Contract, unless otherwise agreed by The College and the Contractor to meet exceptional circumstances.

b) After a reasonable leniency period at the start of each term and after The College Transport Officer has ridden and checked the route, it will be the driver's responsibility to ensure students and staff have the relevant documentation for each journey. The College will provide training in this respect to all drivers if required.

9.3 Passenger Care and Safety

a) A strict no smoking policy for all Contractor personnel and passengers shall be enforced for this Service.

b) Vehicles must be safely parked and engines shall be switched off while waiting at terminal points.

c) Drivers shall endeavour to ensure that all passengers are safely seated and that all seat belts, harnesses, and wheelchair restraints are safely secured prior to departure.

d) Except for the use of a hands-free system drivers shall not use a mobile telephone whilst the vehicle is moving, but shall first pull over to a suitable area and ensure the vehicle is safely parked before using such equipment.

e) No passenger shall be allowed to remain standing during a journey, and passengers shall not be permitted to sit 3 to a double seat.

f) Passengers are not to be left unattended in a vehicle except in an extreme emergency, when the driver shall switch off the engine, apply the handbrake and hazard warning lights and remove the keys from the vehicle.

g) Drivers shall ensure that child proof locks are activated and that vehicle doors remain locked between collection and drop off points.

h) Drivers shall supervise, and should assist where required, in the loading and unloading of passenger luggage.

i) Passengers must embark and disembark from a safe position and the driver shall ensure that passengers are not exposed to any hazards, including those posed by other road users, cyclists and pedestrians.

j) Drivers should take into account that some passengers may be particularly frail and may need extra assistance in entering into or alighting from vehicles, especially during inclement weather conditions.

k) Regular difficulties with any passenger in respect of mobility or special attention should be reported in all cases to The College for discussion.

l) In the event of any passenger being taken ill during a journey the driver shall follow any specific medical instructions available to them for that particular passenger. The driver shall administer First Aid to the passenger where possible and practical, and shall contact the emergency services where required. Instructions for reporting such incidents to The College are detailed in Section 13 - Reportable Incidents.

10. Contractor Service Personnel

10.1 Service Personnel Requirements

All drivers employed by the Contractor and those provided as substitute operatives, however used on this Service **must**:

a) Have undergone and passed the relevant enhanced checks with the Disclosure and Barring Service in the UK, or the relevant Embassy or High Commission of their country of residence / origin.

b) Have undertaken training adequate to familiarise them with child/student protection issues / responsibilities and The College procedures and policies, with refresher training at least every 3 years. A 'Safeguarding awareness course' approved by the Local Safeguarding Children Board or by The College's Safeguarding Managers will suffice. Contractors must agree to adhere to The College's Safeguarding principles.

c) Have undergone a medical examination by either their General Practitioner or the Contractor's company doctor within the last 12 months, and have been declared medically fit at that examination and all subsequent examinations as required by regulation.

d) Disclose to their employer (the Contractor) any concerns they may have regarding their current health which may affect their ability to perform their duties.

e) Be fluent to a reasonable standard in the use of the English language.

f) Have received sufficient training and be fully aware of the rules, procedures and statutory requirements concerning health and safety.

g) Have received sufficient training and be fully aware of the particular and diverse special needs of some passengers, and should have some experience of providing assistance to those passengers who are; blind or partially sighted, deaf or hard of hearing, wheelchair users, or otherwise mentally or physically disabled.

h) Have received sufficient training in administering basic First Aid.

i) Carry out their duties in a professional and courteous manner, exercising patience and tolerance towards passengers and members of the public at all times.

j) Not exceed their level of professional competence or undertake any tasks not required in this Contract.

- k) Be presentable and wear a company issued uniform.
- l) Carry at all times the identity card or company badge issued by the Contractor and any identity card or badge issued by The College. These shall be presented when requested by any College official, passenger, or the parent or guardian of any passenger.
- m) Have sufficient local knowledge, be familiar with the routes of Scheduled Regular Journeys, and be capable of operating any satellite navigation device which is fitted to the vehicle.
- n) Not accept or solicit any gratuity, tip or other benefit or reward.
- o) Not engage in behaviour or activities that are contrary to The College's interest, or which may damage The College's reputation.

10.2 Professional Driver Competence and Safety

- a) The Contractor shall provide full details of College Service drivers qualified or experienced to the level of Driver Certificate of Professional Competence, and will inform The College immediately in writing of any changes to the status of College Service drivers.
- b) The College reserves the right to request the removal from its Service of any driver who no longer holds the Driver Certificate of Professional Competence or who is deemed to be medically unfit.
- c) All drivers of vehicles classified as a Public Service Vehicle must hold the relevant Public Service Vehicle licence.
- d) The Contractor shall provide The College with copies of all driving licences and associated documents for all drivers involved in the delivery of this Service.
- e) The Contractor shall provide The College with details of any College Service driver convicted of any moving traffic offence during the last 4 years.
- f) After the commencement of this Contract, the Contractor shall notify The College immediately of any road traffic offence, or other traffic incident, involving any driver normally allocated to The College Service, regardless of whether the incident occurred during the provision of this Service.

11. Vehicles Providing the Service

11.1 Statutory Requirements

- a) Any vehicle designed to carry more than 8 passengers (excluding the driver) used in the delivery of this Contract must be licensed by the Traffic Commissioner as a Public Service Vehicle (PSV) and shall display the relevant PSV licence in the windscreen at all times.
- b) Any vehicle designed to carry up to 8 passengers (excluding the driver) used in the delivery of this Contract must be a Hackney Carriage or Private Hire Vehicle licensed by the appropriate District Council, and shall display such licence at all times.

- c) Vehicles shall not be loaded beyond their licensed capacity.
- d) The Contractor shall bear the sole responsibility of ensuring that all vehicles used for this Service are fit for purpose in all respects and comply with all relevant statutory requirements including, without limitation;
 Public Passenger Vehicles Act 1981
 Transport Act 1985
 Transport Act 2000
 Local Transport Act 2008
 Deregulation and Contracting Out Act 1994
 Public Service Vehicle Access Regulations 2000
- e) All PSV vehicles shall have a Certificate of Initial Fitness (COIF) or a Certificate of Conformity to show the vehicle has been built or adapted to PSV standards.
- f) All vehicles shall have a current relevant MOT certification or equivalent certification for Public Service Vehicles.
- g) All vehicles shall clearly display on the windscreen a valid vehicle excise licence.
- h) All vehicles shall clearly display The Contractor's name and address or in the case of a sub-contractor, the sub-contractor's name and address.
- i) Where a passenger is transported in a wheelchair this must be in accordance with the Department of Transport Code of Practice, The Safety of Transport of Passengers in Wheelchairs (Publication VSE 87/1) even though the vehicle may not be a public service vehicle. The driver of such a vehicle shall have received adequate training in the securing of wheelchairs or other mobility equipment in the vehicle, and will preferably have been issued with a wheelchair assessment certificate by the Driver Standards Agency.
- j) Where a tail-lift or ramp is fitted to the vehicle this is to comply with BS EN 1756-2:2004+A1:2009.

11.2 Prohibition Notices / Defective Vehicles

- a) If any enforcement or prohibition notice is served under any Road Traffic and Licensing Legislation, including the Public Passenger Vehicles Act 1981 or any amendment or re-enactment thereof, in respect of any of his vehicles, whether in use for the purposes of this Contract or otherwise, the Contractor shall immediately notify The College in writing of the details, and provide a copy of the enforcement or Prohibition Notice.
- b) As the safety of students is imperative, The College reserves the right to terminate the Contract due to concerns with vehicle safety.

11.3 Vehicle Resources

- a) The Contractor shall ensure the availability of well-maintained and roadworthy vehicles, including those capable of conveying passengers confined to a wheelchair, to fully meet the requirements of this Service at all times.

- b) In the event of planned vehicle maintenance, a substitute vehicle, at least meeting (or exceeding) the specification of the original vehicle, shall be provided by the Contractor at no extra cost to The College.
- c) In the event of vehicle breakdown or an accident a replacement vehicle, at least meeting (or exceeding) the specification of the original vehicle, shall be provided as soon as possible by the Contractor at no extra cost to The College.

11.4 Service Vehicle Requirements

All vehicles used to deliver this Service (including any vehicle provided by the college) **must:**

- a) Be covered by a comprehensive vehicle insurance policy from a reputable company.
- b) Be covered by a 24 hour comprehensive breakdown and recovery service from a reputable company.
- c) Undergo relevant daily safety checks and be fully roadworthy.
- d) Have sufficient seats and storage space to meet the needs of passengers.
- e) Be well maintained and cleaned, internally and externally to such standard that they present a professional image to the public.
- f) Have suitable heating and air conditioning systems for the passenger comfort.
- g) Be safely parked with engines switched off while waiting at pick-up and drop off locations.
- h) Have any additional equipment fitted by fully qualified and competent professional fitters.
- i) Carry the appropriate fire extinguishers and fire blankets for vehicle fires.
- j) Carry sufficient First Aid equipment including the necessary equipment and materials to clear up bodily fluids.

PSV Licensed Vehicles

- a) On all PSV licensed vehicles the driver must have direct control over the opening and closing of the passenger door either by electrical or mechanical means.
- b) Vehicles must be fitted with a correctly functioning speed limiter.
- c) Vehicles must be fitted with an automatic audible reversing warning device.
- d) In the case of a minibus, a vehicle with lateral facing seats is not acceptable except where the majority of seats are forward facing and only the rear pair of seats are lateral facing. All passenger seats must have seat belts fitted.

Hackney Carriages (Taxis) and Private Hire Vehicles

All vehicles shall have at least four doors and have sufficient seats and be fitted with diagonal 3 point seat belts for all front and rear seated passengers. To gain maximum use of space there must be three rear seat belts.

At no cost to The College, all vehicles shall have their fare meters checked for accuracy at least annually by the relevant Licensing Authority.

11.5 Vehicle Maintenance Records

- a) The Contractor shall, at all times, keep proper records of all routine services, repairs and any non-routine work carried out in connection with this Contract.
- b) All such records, including relevant driver licences, shall be produced by the Contractor whenever required for inspection by any officer authorised by The College.

11.6 Inspection of Vehicles

- a) The Contractor shall allow The College's duly authorised representative to enter the Contractor's premises at all reasonable times for the purpose of inspecting the Contractor's maintenance facilities and the vehicles used in the provision of the Services.
- b) The Contractor may be required to submit any vehicle used in the Contract for inspection at an appropriate place designated by The College, should The College have reasonable cause or concern to consider this action is necessary, where a full inspection to the Department of Transport annual test standard will be carried out at the Contractor 's expense.
- c) Any vehicle found to have a defect which could affect the safety of passengers shall be immediately withdrawn from The College Service until such time as the defect has been rectified, and the repair confirmed as complete by a College representative.
- d) Any vehicle which is found to be in Service without having the defect rectified will be grounds to terminate the Contract with immediate effect.

11.7 Environmental Issues

The College accepts its responsibility to reduce the adverse and increase the beneficial environmental impacts that result from its activities and services.

- a) In order to help us work towards this responsibility the Contractor must work with The College to provide vehicles that comply with the Euro exhaust emission standards of no less than Euro III.
- b) The Contractor will be required to supply the appropriate documentation to The College as and when required.

12. Performance and Quality of the Services

12.1 Monitoring of Services and Contractor Personnel

- a) The College will monitor the provision and quality of Service against the agreed Contract Service Level Agreement detailed in Schedule G – Pricing Schedule and Method Statement.
- b) The College may request that an authorised Officer of The College travels with the driver to assess the performance of the Service.
- c) A random audit of journeys will be carried out at regular intervals as a further method of assessing the provision and quality of the Service.
- d) The College reserves the right to inspect the identification cards or company badges of Service personnel, travel logs, Schedules of Passengers, fare receipts and any other relevant records or equipment kept by the Contractor's personnel in the performance of this Contract.

12.2 Calculating Performance and Payment

- a) The Contractor is required to comply with any Service Credit Scheme The College may wish to introduce at any time throughout the duration of this contract as a means of accurately calculating Service performance in conjunction with the Contract Service Level Agreement. Satisfactory performance will attract positive points up to a maximum of 100%, and poor or non-performance will attract negative points, to be deducted from the 100% maximum, within a specified period. The final calculated points for that period will determine the corresponding payment amount due for that period.
- b) The Contractor shall report immediately to The College any accident, breakdown, non-maintenance of any agreed timetable, or any other failure or delay in operating the Service.
- c) In the event whereby the Contractor fails to comply with the terms and conditions specified in the tender (unless it can be demonstrated to the satisfaction of The College that such failure is wholly as a result of events over which the Contractor had no control) The College reserves the right to deduct reasonable sums for late or non-performance of any part of the Service.
- d) The Contractor will be notified verbally and in writing of any such intended claims or deductions and given the opportunity to comment on the alleged incident(s) prior to any deduction.
- e) The Contractor has the right to appeal against any subsequent decision within 14 calendar days of notification.

12.3 Failure to Perform and Late Services

- a) In the event of failure to provide a scheduled Service, or failure to provide it within 30 minutes of the agreed time, The College shall be at liberty to contract for the provision of other vehicles (including taxis) as may be necessary.
- b) In these circumstances all costs, charges and expenses incurred by The College shall be deemed a debt due from the Contractor to The College, and shall be reimbursed in full to The College or may be deducted in full from any outstanding payments due to the Contractor.
- c) Failure to perform or provide Services as required under this Contract may result in an early Contract review or termination of the Contract.

12.4 Failure to Recognise Scheduled Stops

- a) Any Service vehicle failing to stop for passengers at an agreed pick up or drop off point is not acceptable. Incidents will be reported to the Contractor for investigation.
- b) Disregard of allocated passenger stops may result in an early contract review or termination of the Contract.

12.5 Early Running

- a) The College Services are expected to run at the agreed times. Vehicles must not depart from collection points and scheduled stops until the agreed time. Any incidents will be reported to the Contractor for investigation.
- b) Disregard of timetable schedules may result in an early contract review or termination of the Contract.

13. Reportable Incidents

13.1 Student Passenger Feeling Unwell

- a) In the event of a student being taken ill during a journey the driver shall immediately contact The College and advise them of the situation.
- b) The College shall ask the driver to confirm the name of the passenger, the symptoms experienced by the passenger and when they were first noticed, any action taken by the driver, details of any First Aid provided, and whether or not the emergency services have been contacted.
- c) The College shall advise the driver what further action should be taken.
- d) The College shall be responsible for contacting the passenger's parent or guardian and advising them of the situation.

13.2 Complaints

- a) Any complaint made against the Service, a passenger or the Contractor's personnel shall be thoroughly investigated jointly by The College and the Contractor.
- b) The Contractor must inform The College immediately by telephone of any complaint made by a student, College staff member or other passenger.
- c) A written report detailing the complaint, along with any complainant correspondence must also be submitted to The College by the Contractor within 10 calendar days of the complaint being made.
- d) Any complaint made direct to The College will be forwarded to the Contractor within 10 calendar days.
- e) The Contractor shall meet with College officers, as soon as is practical, to discuss and resolve any complaint made.

13.3 Misconduct

- a) The Contractor or driver must inform The College immediately by telephone of any instances of misconduct or breach of safety requirements by any passenger on a College Service route, referencing the individual(s) concerned. All passengers carry a student bus pass and the driver must request sight of this for identification purposes.
- b) A written report detailing the incident must also be submitted to The College by the Contractor within 5 calendar days.
- c) The College will advise the Contractor of the outcome of its investigation of the incident.
- d) The right of any student or other person to be conveyed by the Contractor shall be referred to The College, whose decision shall be final.

13.4 Vehicle Breakdown

- a) The Contractor or driver must inform The College immediately by telephone of any instances of a College Service vehicle breakdown (including punctures) or any driver concerns regarding the safety of their vehicle.
- b) A written report of the incident must also be submitted to The College by the Contractor within 10 calendar days, stating the problem and how it was rectified.

13.5 Accidents and Injuries

- a) The Contractor or driver must inform The College immediately by telephone of any instances where a College Service vehicle or a passenger is involved in an accident, regardless of fault or blame.
- b) A detailed written report of the incident must also be submitted to The College by the Contractor within 5 calendar days, stating the circumstances of the accident, details of all vehicular damage, and any injuries sustained to individuals.
- c) The Contractor shall also submit to The College details of any actions they have taken, including further training, to help prevent a reoccurrence.
- d) The College reserves the right to request that individual drivers are not permitted to drive The College Service vehicles.

13.6 Road Traffic Offences

- a) The Contractor shall notify The College immediately by telephone of any road traffic offence or other traffic incident involving any of its College Service drivers, regardless of the severity of the offence and the type of vehicle involved, and regardless of whether or not the incident occurred during the provision of The College Service.

b) A detailed written report of the incident must also be submitted to The College by the Contractor within 5 calendar days, stating the circumstances of the road traffic offence, and detailing any intended prosecution, penalties or fines imposed on the driver.

c) The College reserves the right to request that individual drivers are not permitted to drive College Service vehicles.

13.7 Lost Property

a) The Contractor shall make arrangements to deal with lost property in accordance with the Public Services Vehicle (Lost Property) Regulations 1978 (as amended).

b) The Contractor or driver must inform The College immediately by telephone of any instances of property left on any vehicle.

c) All lost property shall be returned by the Contractor to The College representative or The College receptionist by arrangement, within 24 hours.

d) The College member of staff will complete any Lost Property documentation or receipt required by the Contractor.

14. Contract Management

14.1 Contract Manager

The Contractor and The College shall confirm in writing the appointment of an individual responsible for general liaison between the parties, and a further individual to be contacted should problems need to be escalated.

14.2 Contract Reviews

a) It is a requirement of this contract to hold regular meetings to monitor performance against the terms and conditions of this Contract, to review past performance and to plan for future services. These meetings will be formally agreed at the start of the Contract, however it is expected that the reviews shall be held at least every 6 months, or more frequently if the need is required.

b) The Contractor shall ensure that senior staff assigned to the Contract and other appropriate members of staff attend those meetings required by the Contract.

c) Should the most appropriate member of the Contractor's staff be unable to attend the meeting, then a suitable replacement of equivalent or more senior status shall be fully briefed and attend on the Contractor's behalf.

14.3 Management Information

a) The Contractor shall record all journeys undertaken and ensure student bus passes are shown for each journey undertaken. The record for each journey will be submitted to his/her line manager at the end of each shift.

- b) The Contractor shall be required to present quarterly and total spend against the Contract, detailing routes that have taken place and any routes that have been cancelled, with the reasons why, number of late or missed collections and any student incidents with full explanation of actions taken.
- c) This information shall be submitted to The College at mutually agreed times in a format suitable for the purposes of trip analysis.
- d) The Contractor will be required to submit such files and management information as requested by The College ahead of any reviews of the contract.
- e) The Contractor shall be required to present details of any variations/proposed variations to the contract and associated costs. No variations can be implemented without the express permission of The College, in writing.

APPENDIX A
ROUTE DETAIL

TENDER REFERENCE
Student Transport 2021

Appendix A

The route information and student numbers per route are based on the current requirements at May 2021.

This data is provided for information only to help with the preparation of submissions and will be subject to change on an annual basis.

Current route and student numbers

Route	Main Route	Number of passengers
1	Kingsbury to College	44

Breakdown of route - with pickup points and times

Exact times will be subject to changes dependent on the college timetable.

ROUTE	1	
Time		Instruction
07:47		Wood End (Bus Stop just after Meadow View)
07:50		Hurley (opposite Post office on Knowle Hill)
07:58		Kingsbury (opposite Mill Crescent)
08:00		Kingsbury (opposite Sycamore Road near Co op)
08:03		Tamworth Road (opposite Ascot Drive)
08:05		Dosthill (opposite Dosthill Fish Bar)
08:07		Dosthill (Top of Appian Close)
08:10		Watling Street (opposite Dug Out Fish Bar)
08:13		Wilnecote (Watling Street in layby opposite MHR Carpets)
8.50		Arrive at College
RETURN		
Time		Depart College & follow a return route for drop-offs
16.05		Mondays and Wednesday
16.40		Tuesday & Thursday
15.05		Friday

APPENDIX B

Ad Hoc Services

EDUCATIONAL TRIPS etc.

TENDER REFERENCE

Student Transport 2021

Trips and ad hoc Services

This detail is provided for information purposes only to enable the tenderer to understand the types of trips in any given year. The number and destinations of trips will vary each year.

Illustration of Educational trips, Sporting events and airport transfers, these are subject to variation.

Destination
Coventry University
DeMontford University
Warwick University
Airports local and London
Manchester
Preston Montford
Hartshill Heyes
Yorkshire sculpture park
Nottingham
Shrewsbury
Edinburgh

APPENDIX C

Example Service Level Agreement

Appendix C

The College intends to set up a Service Level Agreement with the successful Tenderer. As a minimum, the key areas included in the example Service Level Agreement below shall be assessed to measure total performance of the Service.

A	Customer Service	Aim	Measure(s)
1.0	Punctuality	To provide a punctual and reliable student transport service with bus services adhering to the published routes and timetables. <i>(*except where unforeseen circumstances impact on punctuality such as extreme weather or road traffic incidents.)</i>	1.1 The percentage of bus departures on time at the first pick up point on each route.
		<i>(*except where unforeseen circumstances impact on punctuality such as extreme weather or road traffic incidents.)</i>	1.2 The percentage of bus arrivals on time at College and at the end of every day.
		<i>(*except where unforeseen circumstances require a variance in route such as extreme weather or road traffic incidents.)</i>	1.3 The percentage of services adhering to the published route.
			1.4 The percentage of students assessing the service as “punctual”.
2.0	Customer/Student Satisfaction with bus services	To establish and maintain a high level of customer satisfaction with the quality of the service provided – bidder to identify aspects to be measured, and to monitor performance by undertaking termly customer (student) satisfaction surveys and follow-up action planning through meetings between Contractor and the College.	2.1 The percentage of students assessing the service as “satisfactory” or better.
		To hold regular meetings to discuss survey results and action plans where appropriate, resolve promptly any issues highlighted in student surveys, random checks and management information reviews.	2.2 Review meetings to be held on a termly basis.
3.0	Customer/student satisfaction with transport information	To provide timely and relevant information to students when unforeseen circumstances impact on timings of services, making use of appropriate technology and/or social media.	3.1 The percentage of students assessing the provision of bus information as “satisfactory” or better.
4.0	Cleanliness	To maintain the internal and external cleanliness and appearance of all vehicles delivering the service.	4.1 The percentage of students assessing the cleanliness of vehicles used on the service as “satisfactory” or better.
5.0	Incidents and Accidents	To contact the College promptly to advise of any incidents, accidents or injuries.	5.1 Contractor to contact the College within 15 minutes of notification of any incident, accident or injury.
			5.2 Contractor to contact the College within 15 minutes to notify of any vehicle breakdown or unforeseen circumstances which may impact on punctuality.
			5.3 Contractor to provide the College with any accident investigation reports and subsequent RIDDOR notifications where appropriate in line with the current HSE requirements.

6.0	Complaints	To contact the College promptly to advise of any customer/student complaints.	6.1 Contractor to contact the College within 24 hours of notification of any complaint, (or within 1 working day) to provide details of the complaint and the remedial action taken.
			6.2 Contractor to provide a written response to complaints within 5 working days.
	Complaints - Response times	To acknowledge all customer/student complaints in writing within a 24-hour period.	6.3 Contractor's records of customer complaints, to be reviewed at regular meetings.
	Complaints - Information	All vehicles to display an internal notice with complaints procedure for passengers.	6.4 Contractor's random monthly vehicle checks to include a check to ensure vehicles are displaying notices.
			6.5 Percentage of students aware of how to make a complaint.
7.0	Flexibility	To provide a flexible response in the event of unforeseen circumstances resulting in the early closure of the College and requiring a prompt evacuation of the College campus.	7.1 Time taken to evacuate fully the College campus in the event of an early closure – target of 30 minutes to commence evacuation.
B	Compliance	Aim	Measure(s)
8.0	DBS checks	To ensure all personnel delivering the service have appropriate DBS clearance.	8.1 Evidence of checks to be provided to the College annually, or more regularly if requested.
	Licensing	To ensure that all drivers used for the provision of the service hold, at all times, a valid driving licence which gives them full entitlement to drive the vehicles.	8.2 Evidence of licensing checks to be provided to the College annually, or more frequently if requested.
	Pass checking	To ensure that all passengers carried hold a valid pass.	8.3 A monthly report to be provided to the College on spot checks carried out. On a minimum of 4 routes inbound and 4 routes outbound monthly, selected randomly.
	Vehicle maintenance & safety	All vehicles to be inspected to ensure they are fit for service, in line with the Contractor's safety inspection regime (stated in the tender document).	8.4 Individual vehicle safety inspection records to be made available to the College on request.
	Bus usage	To support the College in promoting the use of the student transport service and to increase the use of student transport by advertising and promoting a high-quality service at events such as college open days and other opportunities as advised by the college.	% of student population using the bus service.

APPENDIX D

CONTRACT AWARD CRITERIA

(See separate attachment for detail)

TENDER REFERENCE

Student Transport 2021

CONTRACT AWARD CRITERIA

The contract will be awarded on the basis of the Most Economically Advantageous Tender as follows:

CRITERIA	Weighting %
Pricing proposal & Financial Assessment	65%
Proposed service level	20%
Administration and contract management	15%
Total	100%

PART ONE

Letter of acknowledgement

THIS PART OF THE DOCUMENT

**SHOULD BE RETURNED
IMMEDIATELY**

via the tenders email address

tenders@kecnuneaton.ac.uk

Schedule E Letter of Acknowledgement

Dear King Edward VI College,

Invitation to Tender for the provision of Student Transport (Reference Student Transport 2021)

We acknowledge receipt of your Invitation to Tender package and:

1. Confirm our intention to submit a tender by the due date of **2pm on 21 June 2021**
2. Regret that we are unable to submit a Tender on this occasion and confirm that we have deleted the electronic downloads of the documents relating to the tender.*

[* Delete as appropriate.]

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No:

Email address:

PART TWO

THIS PART OF THE DOCUMENT

SHOULD BE RETURNED

via the tenders email address

tenders@kecnuneaton.ac.uk

BY 2.00pm Friday 21 June 2021

AND WILL MAKE UP YOUR TENDER SUBMISSION

Schedule F Tenderer Declaration

To King Edward VI College

I/We offer to supply to The College in accordance with the enclosed Terms and Conditions for Transport Services, Service Specification and the detail provided in the Price and Method Statement.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to the Contract.

I/We agree that any contract that may result from this tender shall be subject to the laws of England as interpreted in English Court.

The prices quoted in this tender are valid and open to acceptance by you for a period of Ninety (90) days from the tender return date specified in your Invitation to Tender.

I/We declare this Tender is a bona fide competitive Tender and prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.

I/We further declare that I/We have not done and I/We undertake that I/We will not do any of the following acts:-

- Communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender
- Enter into any agreement or arrangement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted
- Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word “persons” includes any person and any body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Complete text:

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No:

Email address:

Schedule G

Price Schedule and Method Statement

Tenderers are to provide pricing information as indicated please note, prices for routes and ad hoc services are to be submitted in the spreadsheet provided.

Price Schedule

PS1	Route Pricing		
	<p>Please enter your prices for the Route as set out in the spreadsheet provided. The route information and student numbers are based on the current requirements at May 2021. This data is provided for information only to help with the preparation of submissions and will be subject to change on an annual basis.</p> <p>Prices quoted should NOT reflect any discounts offered in PS2, The College will apply appropriate discounts when scoring this section.</p>		
	<p>Details to correspond with the individual routes specified in Schedule D – Specification of Services. Please provide full details of the type and number of vehicles and seating capacity to be employed on each route, based on the student numbers provided. Where it is anticipated that more than one vehicle will be required, the Total Cost per journey MUST be the cost for all vehicles used to deliver the service for that route.</p>		
	Route	Route	Students
	1		
<p>Please complete this information in the spreadsheet PS1 evaluation of prices and ad hoc trips Route prices tab</p>			

PS2	Payment Terms		
	<p>The College's standard payment terms are 30 days following the date of invoice on receipt of a correctly rendered invoice.</p> <p>Please detail below any additional discount for payment of invoices within:</p>		
		Discount Offered	Comments
	7 days from receipt of invoice	%	
	14 days from receipt of invoice	%	
	21 days from receipt of invoice	%	
	28 days from receipt of invoice	%	
<p>Tenderers are invited to provide a short statement detailing any additional discounts, or incentives that are applicable to their bid.</p>			

PS3	Ad Hoc Services				
	Please provide your prices for each of the Routes listed below				
	The route information and student numbers per route are based on the current requirements at May 2021. This data is provided for information only to help with the preparation of submissions and will be subject to change on an annual basis				
	Please provide pricing for the following return journeys from King Edward VI College Coventry University DeMontfort University Warwick University Heathrow Airport Gatwick Airport Birmingham Airport Manchester Preston Montford Hartshill Heyes London Yorkshire sculpture park Edinburgh	Seating Capacity			
		16	33	49	53
		Please complete this information in the spreadsheet PS1 evaluation of prices and ad hoc trips Ad hoc trips tab			
Cost Breakdown – for information only Provide a breakdown to define how you have calculated the costs associated with your price proposal. Responses must be shown as a percentage of the total cost and, where highlighted, the current cost in £.					
Description	Response required as a % of total cost (as in PS1)		Current cost in £		
Drivers' wage			£		
Fuel			£		
Depreciation / Road Tax / Insurance			No response required		
Vehicle maintenance			No response required		
Other overheads			No response required		
Profit			No response required		
Prices are to be held for 36 months. Beyond this period tenderers are asked to provide proposals on the mechanism to manage changes in direct costs affecting this contract. Tenderers are asked to respond to this requirement with full awareness of Clause 20 of Schedule C - Terms and Conditions.					
Response (maximum 250 words)					

Method Statement

MS1 - Administration and Contract management	
a	<p>Please describe your proposals for the general administration of this contract in relation to:</p> <ul style="list-style-type: none"> • Invoicing • Reporting • communication
	Response (maximum 250 words)
b	<p>Please provide details of a specific contract for contract management purposes and your proposal for contract review throughout the contract period.</p>
	Response
c	<p>Escalation Procedures</p> <p>In the event of recurrent failure to provide satisfactory delivery of this service, please describe your proposed escalation procedures and the timescales involved in investigating and reporting your findings to The College.</p>
	Response (maximum 250 words)
d	<p>Risk Assessments</p> <p>Please demonstrate the controls and procedures (with examples where applicable) that you will use indicating how these will ensure that all drivers providing this service shall:</p> <ul style="list-style-type: none"> • Be medically fit to undertake the services • Not exceed their permitted driving hours without taking mandatory rest periods • Have the relevant driving licences and meet any other areas of legislation • Be randomly checked and/or monitored to ensure they are not driving whilst under the influence of alcohol and/or drugs • Report all driver misdemeanours (including exceeding driver's hours and falsifying driver's records), road traffic violations, fines, and licence infringements, regardless of whether these occur during, or outside of, the delivery of this service

	<ul style="list-style-type: none"> • Be fully briefed and understand the level of courtesy and patience expected from them, and appreciate that they may need to give extra consideration when dealing with vulnerable or special needs students
	<p>Response (maximum 500 words)</p>

MS2 - Proposed Service Levels	
Please provide full details of how you will ensure the following:	
a	the punctuality of the services
	Response (maximum 250 words)
b	the maintenance and cleanliness of the vehicle fleet
	Response (maximum 250 words)
c	management of unexpected breakdown of vehicles or staff absences
	Response (maximum 250 words)
d	the maintenance of licensing arrangements throughout the period of the contract, for vehicles and drivers
	Response (maximum 250 words)
e	management of Disclosure and Barring Service checks on new drivers involved in the delivery of the service.
	Response (maximum 250 words)
f	that drivers check the validity of student passes on all routes/journeys
	Response (maximum 250 words)
g	a flexible response to unforeseen circumstances e.g. early College closure due to adverse weather.
	Response (maximum 250 words)
h	that all new drivers (or other personnel who may come into contact with students whilst delivering the service) will receive appropriate training on Child Protection in line with The College's Safeguarding children and young people policy.

	Response (maximum 250 words)
MS3	<p>Service Level Agreement (For information only)</p> <p>The College intends to set up a Service Level Agreement with the successful Tenderer. As a minimum, the key areas included in the example Service Level Agreement (see Appendix C) shall be assessed to measure total performance of the Service.</p> <p>Please comment on the proposed Service Level Agreement, for example:</p> <ul style="list-style-type: none"> • any measures that are not deliverable • Any measure where the standard can be improved <p>Please note that satisfactory performance against the Service Level Agreement is material to this Contract and failure to achieve the required standards may result in the Contract being terminated.</p>
	Response (maximum 250 words)
MS4	<p>Added Value</p> <p>Please include below, details of any Added Value proposals you can offer as part of The College Service. These might include areas such as:</p> <ul style="list-style-type: none"> • Additional Services that will benefit the college • Vehicle tracking • Automated processes for pass-checking • On-vehicle advertising and marketing • Management and administration of student payments and passes
	Response (maximum 250 words)

Schedule H Use of Sub-Contractors

Please provide, if appropriate, a list of all sub-contractors you intend to use together with any goods and / or services that will be supplied by the sub-contractors, including contact names, email addresses, telephone / fax numbers, and the relevant company names and addresses.

Acceptance of the Tender will not imply consent to these proposals.

Complete text:

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No;

Email address:

Schedule J

Qualification of Offer

The Contract will be subject to BFMAT T/A King Edward VI College Terms and Conditions as provided in the Terms and Conditions indicated in the Specification document of this Invitation to Tender.

The Tenderer should submit details under this heading only if unable to comply with any of the Terms and Conditions.

Please ensure that each qualification is clearly referenced by quoting the relevant clause reference and schedule.

Complete text:

Signed:

Date:

Printed Name:

Job title:

On behalf of:

Registered address:

Tel No;

Email address: