

Tender for pupil transport

Municipalities of Bade, Walenstein, Correndam and Softwood

Programme of requirements



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Introduction

Since 1987, local governments have been required to set up rules for funding school transportation. This requirement is based on different education laws and local government rules. School transportation is provided for:

- Elementary school pupils,
- Pupils in special education,
- Secondary school pupils with disabilities,
- Parents who can't find a nearby school of their chosen religion may get help with transportation costs.

The local governments of Bade, Walenstein, Correndam, and Softwood plan to look for companies to provide school transportation services by using a European bidding process. This document will guide that bidding process.

Softwood's local government is leading this project, with advice from an expert in buying services. The agreement will start with the next school year, lasting for 2 years with the possibility of extending it for 2 more years, 1 year at a time. Bids for just 1 local government or a combination of them are not allowed.

The tendering procedure

The tender procedure comprises the following steps:

1. Companies present their tenders to municipal representatives during a meeting.
2. Following the presentations, a preliminary decision on the tender winner is reached.
3. Companies have the opportunity to submit written questions via the digital collaboration board before the presentation. Responses will be shared with all companies to ensure fairness.

Note: Contact with municipal employees regarding the tender is prohibited and may lead to exclusion from the tendering process.

Note: Objections to the award decision are not permissible, and costs incurred for tenders will not be refunded.

Cooperation

Companies may collaborate to submit a tender, provided that the following conditions are clear:

- The leading party is identified.
- All members are jointly liable.
- Each member is registered with the Chamber of Commerce.
- An overview of responsibilities is provided.

Note: Once registered, the composition of the group cannot be altered.

Note: Only the main contractor is eligible to become the contract partner, although they may enlist the capabilities of subcontractors. The tender must specify the main contractor and any subcontractor(s).

Quotation Content

- Information on price and requirements (written for price, oral for other aspects).
- Oral explanation may take up to 10 minutes, followed by 10 minutes for questions/discussion.

Evaluation procedure

Evaluation commences following the presentations. Incomplete or inaccurate bids will be disqualified from consideration.

Municipal representatives, guided by the instructor (who plays no role in the simulation), undertake the assessment process. Criteria encompass both exclusionary factors and suitability considerations. Failure to meet these criteria will lead to exclusion from the tender process.

Grounds for exclusion

- Offences committed within the last four years.
- Bankruptcy, failure to pay taxes or premiums, or submission of false statements.

Eligibility criteria

Requirements for participation in the tender process include:

- Recent registration with the Chamber of Commerce.
- Possession of liability insurance with specific coverage.
- Demonstrated technical competence, including compliance with collective labor agreements and obtaining a Certificate of Good Conduct (VOG) for drivers/escorts.
- Adequate insurance coverage, including:
 - Business liability and/or professional liability insurance with a minimum coverage of € 1.000.000 per event or series of events for property damage.
 - Accident insurance for occupants (excluding the driver) with a minimum coverage of € 10.000 in the event of death.
 - Motor vehicle third-party liability insurance for taxis with a minimum coverage of € 5.000.000 per occurrence and € 1.000.000 for property damage.
 - Driver's compensation insurance for unilateral accidents with a minimum coverage of € 1.000.000 per occurrence.

Most Economically Advantageous Quote (EMVO)

Evaluation of tender bids will be based on both prices and the quality of implementation, quality assurance, and communication plans.

Assessment will be conducted using the table provided in Annex 1, with scores determining the ranking of companies. Please refer to the municipal assessment template for a quick and clear evaluation of tender bids.

In the event of equal scores, the highest scores on the plans will determine the winner. If this does not result in a decision, a draw will be conducted.

All companies will receive verbal notification of the tender award decision. Companies whose bids are rejected will be provided with reasons for rejection.

.Programme of requirements

1. General Transport Requirements summary:

- The scope of the tender includes the daily and weekly transportation of pupils to schools and placement sites.
- The contracted company will be responsible for both the direction and execution of the transportation services.
- Transportation services must be provided consistently, even in the face of potential obstacles such as driver shortages, traffic problems, and other challenges.

This European tender consists of the daily and weekly transport of pupils to and from schools (on all school days). The task includes both the direction and execution of the transport. Direction is understood to mean the preparation of the trip planning, trip registration, complaint handling and information provision to municipalities, schools and parents.

The company provides transport during the specified period, without being able to invoke any impediments such as, for example, shortage of drivers, illness of drivers, equipment defects, shortage of equipment, increasing traffic congestion and/or traffic jams and diversions applicable to all road users.

2. Social Return On Investment (SROI) summary:

- The company is required to allocate 5% of the contract value towards social gains, such as creating job opportunities, offering internships, providing training, etc., targeting groups outlined in the Participation Act.
- Additionally, the company must submit half-yearly reports to the municipalities detailing their Social Return on Investment (SROI) performance.

Social Return On Investment: besides the 'normal' return, companies must also realise a concrete social profit (return). In concrete terms, this means: the realisation of regular jobs, learning work places, traineeships and experience places at a company for the benefit of specific target groups that fall under the Participation Act. The company is obliged to spend at least 5% of the contracting sum (excl. VAT) on:

- Employing unemployed jobseekers (regular job or participation place);
- Providing internships;
- Offering a learning/working job (BBL);

- (External) training, preferably related to a regular vacancy (job).

After signing the agreement, the municipalities will put the company in touch with the appropriate departments. These can advise on how to fulfil the Social Return scheme. During this tender procedure, no information will be provided from the municipalities. The interpretation of the Social Return scheme is laid down in performance agreements. Every 6 months, the company must provide the municipalities with an overview of the SROI performance.

3. Equipment summary:

- The vehicles used must be approved by the National Road Administration.
- Additionally, specific requirements are outlined for vehicle type, durability, equipment, and safety to ensure compliance and quality standards.

Equipment: Good and safe equipment is important for transport. All vehicles to be deployed must therefore be approved by the National Road Administration and must, of course, comply with all relevant legal requirements and provisions for passenger transport for payment. In addition, the following requirements apply:

- Type of equipment: because transport, where appropriate, must also be suitable for wheelchair and mobility scooter users, the Contractor must also have sufficient vehicles suitable for transporting (electric) wheelchairs with occupants and mobility scooters without occupants. No equipment with a capacity of more than 8 passengers may be used.
- Sustainability: the municipalities have committed to the Sustainable Procurement criteria. They made a trade-off between cost, controllability and maximum effectiveness. The municipalities have therefore decided to translate the requirements into, among other things, a maximum age of the vehicles: 7 years. Another requirement is that drivers must have undergone training for "The New Driving".
- Equipment: Vehicles must:
 - Be completely smoke-free, or when a pupil's health necessitates it, at no additional cost to the municipalities, have vehicles that cannot provoke allergic or other physical reactions because (domestic) animals have been transported in them before.
 - Are equipped with safety belts that comply with legal requirements and are used as such during the journey;
 - Be equipped with a fire extinguisher and a first aid kit (according to applicable standards).
 - Have sufficient (separate) space for carrying collapsible wheelchairs and hand luggage, this in relation to the number of passengers. There is sufficient space to safely store the hand luggage of pupils. This should not be at the expense of the seating capacity in the vehicle.
 - Have well-functioning means of communication, at least mobile phone, which can be used to contact the centre at any time (hands-free) and which can also be used in case of emergencies.

4. Safety summary:

- Ensuring the safety of pupils is of utmost importance in the tender process. Companies participating must adhere to rigorous safety standards.

- Carriers are obligated to ensure that both their vehicles and drivers meet all relevant safety criteria to safeguard the well-being of pupils.

Safety: The Contractor must carry out the transport safely at all times. The Contractor must deploy all aids available for this purpose such as winter tyres in winter months (not summer months).

In case of incidents during or related to the transport (e.g. a traffic accident, a (serious) traffic accident the pupils may have been watching during the ride, violence in the bus, et cetera) or problems with the children, the Contractor will inform the parents of the pupil(s) involved and the Principal as soon as possible. In addition, the Contractor also informs the school of the pupil(s) as soon as possible in the event of an emergency or incident on the outward journey.

5. Personnel summary:

- For every ride, a regular driver must be assigned, with substitutions only occurring in the event of illness, holidays, or dismissal.
- Drivers are required to meet various criteria regarding attire, training, and legal qualifications.
- Furthermore, both drivers and escorts must possess a recent Certificate of Good Conduct (VOG).

Personnel: A regular driver must be used for each ride on all days. The use of another driver on a ride will be allowed only in case of illness, holiday or dismissal of the regular driver. In the aforementioned cases, all parents/carers in the ride concerned should be informed as soon as possible by the company about measures taken and proposed to the substitute driver. Furthermore, drivers should: be dressed correctly and be recognisable to the pupils as their driver; comply with all legal requirements (such as but not only possession of a driving licence) and provisions made to that effect (as a starting point, the rules of the relevant collective agreement should be applied); possess sufficient eyesight and hearing to be able to transport safely; have completed a course for adequate and life-saving intervention in the event of calamities, accidents and incidents in the period until professional assistance has arrived; speak, write and understand the Dutch language; have knowledge of dealing with the target group; have knowledge of and experience with securing wheelchairs and ensuring that they are safely secured (when this is necessary for the driver's route); ensure that smoking is never allowed in the vehicle; ensure that order and quiet are maintained in the vehicle; do not leave pupils alone in the vehicle unnecessarily (for a long time); have received training in 'Het Nieuwe rijden' (the new way of driving); work in a customer-friendly manner and have a service-oriented attitude; have a driving style that takes the pupils' limitations into account and makes them feel safe and comfortable.

The municipalities consider it very important that companies do not compete on labour conditions. The municipalities therefore do not wish to enter into an agreement with companies that do not comply with applicable collective agreements (CAO).

Drivers and escorts must have a recent Certificate of Good Conduct (VOG) at the start of an agreement or when they start participating in transport for the first time.

6. Transport direction Summary:

- The company is responsible for route planning, which must be conducted efficiently.

- Routes are primarily organized per school, with specific guidelines for route planning and designated pick-up points to be adhered to.

Directing transport: The company is responsible for planning and must do so as efficiently as possible. The company should combine as much as rides possible. If this is not possible, a solution should be found in consultation with the municipalities.

Routes are compiled primarily per school. A fixed and the shortest possible route should be used unless unusual circumstances (e.g. road diversions) make it necessary to deviate from the normal route. For combination rides, the average number of kilometres will be charged.

The Contractor shall compile a draft route plan based on the requirements in this document, which shall be submitted to the Client for approval no later than 3 weeks before the start of transport. The route planning shall then be made available to the Client after each change/-modification or otherwise be available for real-time consultation

The use of pick-up points is not allowed for the time being. If individual pupils cannot be picked up at the door (street or door is not accessible), an alternative place will be arranged by mutual agreement with care providers, guardians or parents.

7. Quality summary:

- The municipalities retains the authority to conduct quality checks.
- Complaints must be addressed promptly, with monthly reports submitted to the principal detailing their resolution.

Quality: the municipalities have the right to monitor the implementation of an agreement by, for example, conducting spot checks and/or customer satisfaction surveys. Proper handling of complaints is important. Direct and quick responses are key. Companies must have an efficiently working complaints registration and procedure for handling them. Data from this (complaints) procedure will be an important source of and indicator for quality assessment. Complaints can be submitted by telephone or in writing (letter or e-mail). Complaints should be dealt with within 4 working days. The Contractor keeps a record of the notifications and complaints, and reports on this to the Principal on a monthly basis, including how the complaint has been handled and/or resolved.

8. Communication summary:

- Clear communication is essential at the start of the school year and in the event of any changes.
- The company is expected to be reachable by phone during specific times.
- Furthermore, parents and representatives should have the ability to make notifications via a web application, with strict adherence to data protection requirements.

Communication: at the start of a school year or when a pupil is new to transport, everyone must be properly informed, for example about the routes, type of vehicle, driver, and projected pick-up and drop-off times. No later than 1 week before the start of the school year, the Contractor shall in any case inform the parents in writing (or if the municipalities so indicate by e-mail) about the time the pupil will be collected/home delivered and the way in which sick reports should be communicated. For the latter, the brochure prepared by the company (in consultation with the municipalities) will be

used. If any changes occur during the school year, the company shall inform the municipalities, parents and schools immediately. The company must also be available by telephone to parents, representatives and schools of pupils on all days when the transport is operational. The switchboard can then be reached from 07:00 am (or half an hour before the first ride if it starts before 07:30) until half an hour after the last pupil has actually been dropped off at the destination (home address). Caller charges should not exceed the local telephone rate. The company should ensure that communication with deaf and hard of hearing people is possible by means appropriate to them (at least fax and e-mail). Contact must be established within 45 seconds. In addition to telephone accessibility and e-mail, passing on sick and absenteeism notifications via a web-based application by the parents or representatives is allowed, but the company is responsible for the security of the application. Personal and other data of pupils must be protected from third parties (pursuant to the Personal Data Protection Act).

9. Price/fee summary:

- The tender includes 3 rates as outlined in Annex 1, with all amounts excluding VAT.
- There are no additional charges for the deployment of replacement vehicles.
- Monthly payments will be based on itemized invoices submitted by the company.

Price/fee: there are 3 rates (see also Annex 1). All amounts are exclusive of VAT. Additional costs for the necessary deployment of taxis or other means of transport (due to breakdown of the regular vehicle) may not be charged to the municipalities. Payment shall be made monthly in arrears on the basis of invoices submitted by the company in an itemised manner and after their approval by the municipality. Invoices will be divided among the 4 municipalities. Combined routes will be split on the basis of pupil kilometres per municipality. Invoices must be submitted in before the 10th of the month. The form (e.g. digital) and layout of the invoice will be determined in consultation with the municipality.

Sanctions summary:

- The municipalities strive for positive and constructive cooperation with the contracted company.
- Failure to meet obligations or agreements may result in a fine, which can amount to up to 25% of the invoices submitted.
- Before imposing a fine, the company will receive an official warning with a reasonable deadline to rectify the issue.
- If the company still fails to comply after the warning, the municipalities reserve the right to terminate the agreement, while maintaining the previously mentioned sanction.

Sanctions

The municipalities assume good and constructive cooperation. However, should the company fail to properly fulfil its obligations or default on agreements made, the municipalities may impose a fine of up to 25% of the invoices submitted. First, however, the company will receive an official warning including a reasonable deadline by which this warning can be complied with. If this does not result in the fulfilment of the agreements made by the company, the municipalities may proceed to dissolve the agreement, this with enforcement and continuation of the aforementioned penalty.

Risk summary:

- The company must accommodate fluctuations in pupil numbers, with no compensation provided for trip cancellations.
- Implementing suitable education and fostering pupil self-reliance may result in changes to pupil numbers or school locations. The municipalities anticipate that companies will undertake such adjustments without incurring additional costs.
- Changes in the number of vehicles, load factor, or loaded kilometers/hours cannot be cited as grounds for requesting adjustments.
- Upon signing the agreement, the company assumes full responsibility for all associated risks.

Risks

The company itself should take into account that the number of pupils may fluctuate; there is no entitlement to compensation due to trip cancellations. The introduction of appropriate education as well as the commitment to pupil self-reliance may lead to a decrease in pupil numbers and/or major changes in the location of schools. The municipalities expect companies to be able to implement these possible changes without additional costs. The company cannot rely on a change (decrease or increase) in the vehicles/drivers to be deployed, a change (decrease or increase) in the vehicle occupancy rate and/or a change (decrease or increase) in the number of loaded kilometres/hours. The company should be aware when tendering that the municipalities place this risk entirely on the company.

Annex 1 Most Economically Advantageous Tender

The total score consists of 4 elements:

1. Price for transport (maximum score 40 points)

- Rate A: price per ride from Walenstein or Softwood to schools and internship sites in the province or v.v. ad euros
- Rate B: price per ride from Bade or Correndam to schools and internship sites in the province or v.v. ad euros
- Rate X: price per pupil-kilometre for journeys from the municipalities to other schools and apprenticeship sites not covered by rates A and B or v.v. ad euro

The bid with the lowest price for rate A gets 20 points. The other firms get the relative price difference deducted from this maximum (more than 100% more expensive than the lowest price does not score points). This means that if the cheapest tender (Tender A) scores 20 points and tender B is 10% more expensive than A, tender B gets 18 points. (20 minus 10% of that). Points are rounded to whole points.

The bid with the lowest price for rate B gets 15 points. The other companies get the relative price difference deducted from this maximum (more than 100% more expensive than the lowest price does not score any points). This means that if the cheapest offer (A) scores 15 points and offer B is

10% more expensive than A, offer B gets 13.5 points. (15 minus 10% of that). Points are rounded to whole points.

The tender with the lowest price for rate X gets 5 points. The remaining bids get the relative price difference deducted from this maximum (more than 100% more expensive than the lowest price does not score any points). This means that if the cheapest quotation (A) scores 5 points and quotation B is 10% more expensive than A, quotation B gets 4.5 points. (5 minus 10% of that). Points are rounded to whole points.

The 3 scores are added together (see prize sheet for more details). The maximum points to be obtained is 40 (20+15+5).

2. Implementation plan summary: (maximum 30 points):

- The company is required to present its plan for initiating service delivery on the specified start date in accordance with the Schedule of Requirements.

Implementation plan. This has a maximum score of 30 points.

The company presents how the implementation process will take place. This involves the process that the company will go through in order to properly launch the service on the implementation start date in accordance with the Programme of Requirements. The plan should be concrete. The assessment committee will assess the implementation plan as a whole and award points according to the table below.

3. Quality Assurance Plan summary (maximum 20 points):

- Explanation of how the quality of service will be monitored throughout the implementation phase.

Quality assurance plan. This has a maximum score of 20 points.

The municipalities want the Contractor to present how it will monitor, during the performance of the contract, that employees including those of any subcontractors perform the contract in accordance with the requirements. The company itself will have to actively monitor quality and prove to the municipalities that the requested quality will be achieved. The tender should therefore include a quality monitoring plan. The plan should be concrete. The assessment committee will assess the quality assurance plan as a whole. Points will be awarded according to the table below.

4. Communication Plan summary (maximum 10 points):

- Procedures for communication with pupils, their guardians, and the school principal.

Communication plan. This has a maximum score of 10 points.

The Principal expects everyone involved in pupil transport to put the pupil first. We also expect the Contractor to share this vision. During the execution of the agreement, there are several moments when you need to communicate with the pupil and the pupil's environment (parents/carers, schools, placement locations et cetera) and the municipalities. The company should therefore present how they will communicate with all stakeholders. The plan must be concrete. The assessment committee will assess the communication plan as a whole. Points will be awarded according to the table below.

Evaluation	Description	Points per item		
		Implementation plan	Quality assurance plan	Communication plan
Missing	The information is missing or does not conform to the Programme of Requirements	0	0	0
Not corresponding	The information given does not meet the municipalities' expectations. The bid gives the incomplete information.	0	0	0
Moderately similar	Information given is not fully in line with municipalities' expectations and/or not project-oriented. Information is missing on significant points. The method of completion is not convincing, leaves openings.	5	5	3
Corresponding	The information given is fully in line with the municipalities' expectations, the information is project-oriented and therefore meets their expectations.	25	15	7
Distinctive	The information given is fully in line with the municipalities' expectations, the information is project-oriented and thus meets their expectations. The method of interpretation is also highly innovative. There is positive distinctiveness compared to other companies. Demonstrates high-quality service.	30	20	10