

Dynamic Purchasing System

Information Document

**Bus Transport Services for
LWETB Students/Participants travelling
from and to Schools and Centres
for various individual trips**

Contracting Authority:	Longford and Westmeath Education and Training Board (LWETB)
Establishment of DPS for:	LWETB wishes to establish a Dynamic Purchasing System (DPS) for LWETB Students & Participants travelling from and to Schools and Centres for various individual trips
Procedure:	Dynamic Purchasing System – Pre-Qualification
Duration of DPS:	The DPS will be established for six (6) years.
eTenders CFT ID:	2379779
Issue Date:	08 th September 2023
Closing Date:	➤ Initial closing date for return of completed Stage 1 Pre-Qualification Questionnaire is 12 noon on 9th October 2023. ➤ The Stage 1 Pre-Qualification Questionnaire (PQQ) is valid initially for 6 years. ➤ New applicants can still submit a PQQ after 9th October 2023.
Contact for Queries:	Messaging facility on www.etenders.gov.ie
Please note that information relating to this Application, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal. Registration is free of charge and there is no charge for documents. Please note that LWETB cannot accept responsibility for information relayed (or not relayed) via third parties.	

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of LWETB (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by LWETB or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. LWETB’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

LWETB reserves the right to discontinue the procurement process at any time.

2. About Longford and Westmeath Education & Training Board

Education and Training Boards (ETBs) are statutory authorities which have responsibility for education and training, youth work and a range of other statutory functions. ETBs manage and operate second-level schools, further education colleges, and a range of adult and further education centres delivering education and training programmes.

The establishment of Longford and Westmeath Education & Training Board came about from the amalgamation of Co. Longford VEC and Co. Westmeath VEC on 1st July 2013. The Athlone Training Centre (formerly under the auspices of FÁS) transferred to Longford and Westmeath Education & Training Board in 2014.

Roles, Responsibilities and Functions

The general functions of an Education and Training Board, stated under the Education and Training Boards Act 2013, are to:

- a) establish and maintain recognised schools, centres for education and education or training facilities in its functional area,
- b) when directed to do so by the Minister:
 - i. establish and maintain recognised schools in its functional area,
 - ii. establish and maintain centres for education in its functional area,
 - iii. maintain centres for education or recognised schools in its functional area, and
 - iv. establish, maintain or resource education or training facilities in its functional area,
- c) plan, provide, co-ordinate and review the provision of education and training, including education and training for employment, and services ancillary thereto in its functional area in:
 - i. recognised schools or centres for education maintained by it,
 - ii. education or training facilities maintained or resourced by it,
 - iii. children detention schools,
 - iv. prisons, and
 - v. facilities maintained by other public service bodies,
- d) enter into arrangements with, and provide support services to, education or training providers,
- e) establish scholarships,
- f) adopt a strategy statement,
- g) adopt an annual service plan,
- h) co-operate with anybody nominated to carry out internal audit functions,
- i) provide education and training at the request of, and on behalf of, anybody which funds training out of money provided to that body by the Oireachtas,
- j) support the provision, co-ordination, administration and assessment of youth work services in its functional area and provide such information as may be requested by the Minister for Children and Youth Affairs in relation to such support, and
- k) assess whether the way it performs its functions is economical, efficient and effective.

ETBs are active in local communities through the direct provision of training and education programmes delivered in training centres, colleges and other training and educational settings. In this way, ETBs seek to make a real difference to the lives of the people they serve.

Such responsiveness continues to be the hallmark of the education and training boards sector, looking outward nationally and internationally, while servicing education and training locally and individually.

Log on to www.lwetb.ie for more information.

3. Scope of Requirements

3.1 General Requirements

LWETB wishes to establish a Dynamic Purchasing System (DPS) for provision of Bus Transport Services for students/participants travelling from and to Schools and Centres for various individual trips.

The DPS will be in place initially for six (6) years with an approximate spend of €1.5m over its lifetime ex vat. The DPS will be the main procurement route for LWETB Bus Transport Services.

For each school/centre the specific details of requirements will be provided as part of the RFQ using the BUS r Us application. Each RFQ will have the specific starting location of the originator.

See Appendix 1 for general requirements and Appendix 2 for details of how the Bus App works.

The services have been broken down into the following areas:

Area	School/Centre	Address	Eircode
1 Mullingar	Mullingar Community College	Millmount Road, Mullingar, Co Westmeath	N91 TC59
	Marlinstown Campus	Block A, Marlinstown Business Park, Mullingar, Co Westmeath	N91 W5NN
	O'Growney Drive Campus	O'Growney Drive, Mullingar, Co Westmeath	N91 H292
	LWETB Head Office	Block A, Marlinstown Business Park, Mullingar, Co Westmeath	N91 RW96
2 Athlone	Athlone Community College	Retreat Road, Athlone, Co Westmeath	N37 Y985
	St Anthony's Athlone	St Mary's Hall Community Centre, Northgate Street, Athlone, Co Westmeath	N37 N1W3
	Garrycastle Campus	Garrycastle, Athlone, Co Westmeath	N37 X985
	Clonown Road Campus	Unit 1, Deerpark Commercial Centre, Clonown Road, Athlone Co Westmeath	N37 T6X0
	Ball Alley Lane Athlone	Business Development Centre, Ball Alley Lane, Athlone, Co Westmeath	N37 C8W6
	Cornamaddy National School	Cornamaddy, Athlone, Co Westmeath	N37 TR23

3 Ballymahon	Ballymahon Vocational School	Main Street, Ballymahon, Co Longford	N39 HK23
	Ballymahon Campus	Old Convent Building, Main Street, Ballymahon, Co Longford	N39 D9P3
4 Lanesboro	Lanesboro Community College	Ballymahon Road, Lanesboro, Co Longford	N39 NN52
5 Longford Town	Templemichael College, Longford	Templemicheal, Longford, Co Longford	N39 DA02
	Connolly Campus, Block A	Church Street, Longford, Co Longford	N39 HR68
	Connolly Campus, Block B	Battery Road, Longford, Co Longford	N39 N880
	Connolly Campus, Block C Longford Admin Office	Battery Road, Longford, Co Longford	N39 YV90
	Connolly Campus, Longford YouthReach	Battery Road, Longford, Co Longford	N39 K7W4
	Connolly Campus, Longford College of Further Education	Battery Road, Longford, Co Longford	N39 RK72
6 Granard	Ard Scoil Phádraig, Granard	Granard, Co Longford	N39 RR79
	Granard Campus	Main Street, Granard, Co Longford	N39 Y952
7 Castlepollard	Castlepollard Community College	Mullingar Road, Castlepollard, Co Westmeath	N91 EF89
8 Killucan	Columba College Killucan	Killucan, Co Westmeath	N91 ET78
	Delvin Campus, Main Building	The Courtyard, Main Street Delvin, Co Westmeath	N91 C8CP
	Delvin Campus, Training (Shop Units)	Main Street Delvin, Co Westmeath	N91 T634
9 Kilbeggan	Kilbeggan Campus	Unit 2A, Midlands Gateway Business Park, Comagh Road, Kilbeggan, Co Westmeath	N91 NX98

Please note additional centres or schools may be added during the term of the Dynamic Purchasing System (DPS) at the discretion of LWETB.

A DPS agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

In the case of this DPS agreement, contracts will be awarded in accordance with the process outlined herein.

Indeed, Longford and Westmeath Education & Training Board reserves the right to operate outside of the DPS agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the DPS approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the DPS.

3.2 Duration of the DPS

The DPS will be initially established for (6) years. The DPS will be continually open for access. Should the DPS cease to operate, all members will be notified via www.etenders.gov.ie. This will not affect the delivery of any contracts awarded under the DPS.

3.3 Estimated Value of the DPS

The level of expenditure cannot be guaranteed in any given year. However, the estimated total value of any purchases pursuant to the DPS is approximately €250,000 (excl. VAT) per annum.

The total value anticipated over the 6-year term is circa €1,500,000.

It is emphasised, however, that these figures are provided strictly for indicative purposes only as there is no guaranteed expenditure.

3.4 Awarding Contracts under the DPS

Qualifying for a DPS, does not constitute an award of a contract nor does it indicate that any contract will be awarded. When contracts arise over the duration of the DPS they will be awarded using the LWETB Bus r Us App.

4 Instructions to Applicants

4.1 Queries

An application means the submission by an Applicant of a completed Stage 1 Pre-Qualification Questionnaire and submission of a completed Stage 2 Application.

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. LWETB does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error or omission (negligent or otherwise) in this document, or any other information given to Applicants.

Requests for additional information and clarification on any matters must be made via the messaging portal on eTenders on www.etenders.gov.ie. All clarifications/additional information will be issued via the eTenders website (www.etenders.gov.ie) and will be made available to all potential Applicants who have noted their interest on the eTenders website.

All queries should be submitted in accordance with the time and date as indicated on the title page to enable clarifications to be issued to all interested Applicants in sufficient time prior to the deadline date for the receipt of applications.

4.2 Completing Stage 1 Pre-Qualification Questionnaire

LWETB invites Applications to complete the Pre-Qualification Questionnaire. While Applicants are required to submit a response, they are not required to submit either a tender proposal or a pricing submission at this Stage 1 of the Competition.

All Applicants that pass Stage 1 will be invited to complete Stage 2 DPS Response/Selection Criteria Documentation.

Pricing submissions will be required either in response to Stage 2 or later as part of mini competitions or “Quick Quote” processes conducted under the DPS/Bus r Us App.

Economic operators may apply for admission to the DPS for one or more areas or re-apply in the case of applicants who failed to satisfy the Stage 1 Pre-Qualification Questionnaire at any point throughout the Term of the DPS.

Process for Application

1. Applicants must ‘Express an Interest’ in the DPS on the eTenders portal.
2. Applicants may then download and complete the Stage 1 Pre-Qualification Questionnaire offline.
3. When the questionnaire is complete, applicants must submit through eTender platform. However, for the first 12 months of this DPS competition LWETB will also accept applications by email to: dps@lwetb.ie

When completing the Stage 1 Pre-Qualification Questionnaire, applicants should note the following conditions:

- All questions must be completed in full and without reference to other documents or other parts of the Stage 1 Pre-Qualification Questionnaire.
- All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Stage 1 Pre-Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to the DPS. In order to ensure that entry to the DPS is fair and consistent to all Applicants, you are instructed to respond to the technical questions by giving details of your skill and experience, accurately, honestly and succinctly.
- Where a ‘Rule’ is associated with a particular criterion, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.
- Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Stage 1 Pre-Qualification Questionnaire if required.
- All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of

financial statements in which case it is sufficient for the information to remain in its original currency.

- Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the evaluation process.
- Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of LWETB that they will have these resources at their disposal when necessary.
- Applicants for qualification may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful may be required to establish legal personality in order to enter into a contract.
- LWETB reserves the right, subject to procurement regulations and directives, to request clarification of any matter set out in your responses to the Stage 1 Pre-Qualification Questionnaire, or to request additional information from a Service Provider after the date for submission of completed Stage 1 Pre-Qualification Questionnaires has expired.
- This document is not a contract, or part of a contract, or an offer to make a contract. The procuring entity has no obligation to enter into a contract with any Applicant.
- LWETB is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, LWETB is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by LWETB. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an application or in participating in this process and competition.

4.3 Completing Stage 2 Application

All applicants who pass the Stage 1 Pre-Qualification Questionnaire will be invited to complete and submit the Stage 2 Application to include the selection criteria. All applications must be compiled such that they can be read immediately using PDF readers. The closing date for applications for consideration of initial work to be awarded under the DPS is as indicated by LWETB.

LWETB is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants should produce their response using the DPS Stage 2 Application as a SINGLE FILE, which is clearly labelled, page numbered and indexed.

Process for Stage 2 Application – (For Applicants who have passed Stage 1 Pre-Qualification Questionnaire)

1. Applicants should download and complete the Stage 2 Application offline.
2. When the application is complete, applicants must submit it through eTenders for evaluation and award. However, for the first 12 months of this DPS competition LWETB will also accept applications by email to: dps@lwetb.ie

It is the responsibility of the Applicant to ensure that their application is complete and is returned as described.

Applications will be evaluated in accordance with the selection criteria and rules.

LWETB will inform successful & unsuccessful applicants.

Successful applicants will be admitted to the DPS.

Unsuccessful applicants will have the opportunity to reapply to the DPS.

4.4 Clarification of Applications

While not being obliged to seek clarifications from Applicants, LWETB reserves the right, at its absolute discretion, to ask Applicants for clarification or elaboration of their applications to assist in its evaluation of applications.

4.5 Interference

Any effort by the Applicant to unduly influence LWETB, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

4.6 Inducement to Purchase

LWETB shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with LWETB, or
- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

4.7 Review of Performance

Supplier performance will be continually monitored over the term of the DPS. The format will be agreed between Longford and Westmeath Education & Training Board and the DPS members.

4.8 Account Management

Supplier performance will be continually monitored over the term of the contract agreements. Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance. It is expected that the successful applicant(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

4.9 Account Manager

Longford and Westmeath Education and Training Board requires Respondents to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with Longford and Westmeath Education and Training Board.
- Meet as and when required to review the relationship and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings.
- Proactively discuss with Longford and Westmeath Education and Training Board ways of improving efficiency regarding service delivery in general.

NOTE: Applicants will note that account management activities will be non-billable (i.e., Longford and Westmeath Education and Training Board will not pay separately for account management activities). Longford and Westmeath Education and Training Board will nominate authorised staff to liaise with the successful Respondent and delegate as required.

4.10 Replacement Drivers

Notification must be sent via the Bus r Us application. Replacement personnel must be appropriately qualified and Garda vetted (see **Appendix 1 for general requirements**).

4.11 Currency and Payment

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT. The method of payment used by Longford and Westmeath Education & Training Board is Electronic Funds Transfer.

A schedule of payments will be agreed with the successful DPS member. Electronic invoices will be required to be issued by the successful applicant(s) within one week of the month end in question & by the 7th of January for the December month's activity. LWETB operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

4.12 Cancellation Policy

In the event that an LWETB school or centre need to cancel a scheduled trip, the following cancellation fee will apply:

<24 hours' notice = 50% Fee

>24 hours' notice = No Cancellation Fee

4.13 Invoicing

All invoices should be submitted on a monthly basis, setting out the number of days and dates the service was provided for the previous calendar month.

Payment will be made within 30 days of receipt of a valid invoice. Invoices will be required on a school/centre basis.

You may be required to submit PEPPOL compliant electronic Invoices at the discretion of Longford and Westmeath Education & Training Board.

4.14 Right to Tender outside of the DPS

Longford and Westmeath Education and Training Board intends to use the DPS for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the DPS member. Admission to a DPS does not guarantee the award of any contract to any economic operator, nor does it give the member the right to be consulted in respect of, or tender for, any contract.

4.15 Compliance with the Terms and Conditions of the DPS Agreement

Admission to the DPS agreement will be conditional upon acceptance of Longford and Westmeath Education and Training Board's Terms and Conditions. Applicants required to review these terms and conditions and indicate their acceptance thereof as part of their DPS submission.

4.16 Changes

It shall be the responsibility of the successful applicant(s) to fulfil the obligations under the DPS agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU Specification of Requirements for Initial Contract under the framework (if applicable) OR requirements under the framework agreement. The framework agreement will be established on foot of this DPS competition.

4.17 Conflict of Interest

Any conflict of interest involving an applicant (or applicants in the event of a consortium bid) must be fully disclosed to LWETB. Any registrable interest involving the applicant and LWETB or employees of LWETB, or their relatives must be fully disclosed in the submission or should be communicated to LWETB immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of a bid and prior to admittance to the DPS. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

4.18 Freedom of Information

Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them at any stage during this Competition may be liable to be disclosed. Applicants are asked to consider if any of the information supplied by them in response to this request should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. LWETB cannot guarantee that any information provided by applicants, either in response to this request or while any contract awarded as a result thereof, will not be released pursuant to LWETB's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). LWETB accepts no liability

whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

4.19 Tax Compliance

It will be a condition of award of any contract that the successful DPS member shall, for the term of such contract(s), comply with all EU and domestic tax laws. Applicants are referred to www.revenue.ie for further information. Prior to the award of any contract arising out of this competition, the successful applicant may be required to supply its Tax Clearance Access Number and Tax Reference Number, if not already available, to facilitate online verification of their tax status by LWETB. By supplying these numbers, the successful DPS member, acknowledges and agrees that LWETB has the permission of the successful DPS member to verify its tax cleared position online.

4.20 Irish Legislation and Law

Applicants should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in delivering contracts awarded to LWETB which exist or emerge over the life of the DPS.

The contract(s) awarded on foot of this process will be governed by Irish law.

4.21 Change in the Composition of an Applicant

LWETB reserves the right, but is not obliged, to disqualify any applicant that makes any change to its composition after submission of a Stage 1 Pre-Qualification Questionnaire. However, applicants are entitled to reapply on basis of a new membership structure in the case of consortiums or groupings. It should be noted that a lead applicant cannot submit under more than one application.

4.22 Notification of the Evaluation

All applicants will be informed of the outcome of their applications following evaluation and any necessary clarifications within 10 days, or where the volume of responses is large within a maximum of 15 days. Potential outcomes can be:

- (a) Letter of Intent of admittance to the DPS, subject to agreement to the terms and conditions.
- (b) Letter of Regret providing information on reasons for rejection.

Note:

- (a) Unsuccessful applicants may reapply at any time.
- (b) Following the initial application deadline, applications will be evaluated on a quarterly basis.

4.23 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful applicants as outlined above and due to resourcing constraints, LWETB will not be offering individual debriefing meetings to unsuccessful applicants.

4.24 Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

Longford and Westmeath Education and Training Board will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the applicant in response to this DPS.

The Applicant, as Controller in respect of any Personal Data provided by it in its application, is required to confirm by way of statement in the “Declarations” section of the Response Documents that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the applicant have consented to the processing of such Personal Data by the applicant, Longford and Westmeath Education and Training Board, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the applicant in this Competition or that the applicant otherwise has a legal basis for providing such Personal Data to Longford and Westmeath Education and Training Board for the purposes of its participation in this Competition.

Longford and Westmeath ETB will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) transferred to the successful applicant(s). The successful applicant(s) will be a Processor (where Processor has the meaning given under the Data Protection Laws) by virtue of the activity of hosting the aforementioned data, and this processing will be governed by an addendum to the contract reflecting the terms of Article 28 of the GDPR, including, inter alia, commitments on keeping that data secure and processing that data only on documented instructions from the Controller.

In addition, it is our preference that no processing will take place outside of the European Economic Area.

APPENDIX 1 – GENERAL REQUIREMENTS

Longford and Westmeath Education & Training Board retains the right to suspend any supplier due to non-compliance or repeated quality issues as recorded by the BUS r Us application.

BUSES

The service provider shall keep and maintain every bus in a safe and roadworthy condition, complying in all respects with the Road Traffic Acts. The service provider shall keep every bus clean, internally and externally, free of graffiti and free of broken, cut, torn or vandalized components, to the satisfaction of Longford and Westmeath Education & Training Board.

The service provider shall provide and display on or affix to every bus such notices, signs, and/or signalling devices as required by applicable law or as shall be otherwise specified from time to time by Longford and Westmeath Education & Training Board. The contractor shall ensure that all such notices, signs or signalling devices shall be displayed or affixed whilst each bus is operating under this contract. All buses/minibuses must clearly display Longford and Westmeath Education & Training Board sign when transporting Longford and Westmeath Education & Training Board clients.

Where required by Longford and Westmeath Education & Training Board, the applicants shall ensure that each bus is equipped with suitable means of communication which may be utilised in an emergency. All costs in relation to or arising out of the provision, operation and maintenance of such means of communication shall be borne by the applicants.

The applicants shall advise Longford and Westmeath Education & Training Board immediately of:

- Any contemplated change of any bus in lieu of those already agreed with Longford and Westmeath Education & Training Board.
- Any contemplated change of any Driver in lieu of those already agreed with Longford and Westmeath Education & Training Board.
- Any alteration of insurance cover of any bus.

Providers must have a current Public Service Vehicle PSV licence issued by the Garda Síochána under the Road Traffic Acts for the carriage of passengers for reward in respect of all buses in use under this Contract. **This Contract is conditional on the production of the PSV Licence to Longford and Westmeath Education & Training Board.**

Particulars to roadworthiness certificate(s), the renewal thereof on expiry date, any failure to renew and/or any alteration at any time, insofar as same are applicable to any bus and shall immediately furnish all such certificates upon request to Longford and Westmeath Education & Training Board for inspection. **This Contract is conditional on the production of a valid roadworthiness certificate to Longford and Westmeath Education & Training Board.**

Longford and Westmeath Education & Training Board reserves the right to inspect all the transport vehicles proposed, prior to award of contract, and at any time after award of contract during the period of the DPS. This inspection will be carried out by a representative of Longford and Westmeath Education & Training Board or an agent on its behalf. If any additional buses are to be added subsequently these will also need to be inspected prior to use in connection with this DPS.

ACCESS TO TRANSPORT FOR PEOPLE WITH REDUCED MOBILITY

The Transport Companies that are successful as a result of submitting an application for this service must provide evidence, satisfactory to Longford and Westmeath Education & Training Board, that they can provide transport that is accessible for people with reduced mobility” as defined by the Department of Transport in their Sectoral Plan for Accessible Transport.

The definition is as follows:

‘Any person whose mobility when using transport is reduced or impaired as a result of any physical disability (sensory or locomotive) intellectual disability, age or as a result of pregnancy or being accompanied by small children’.

It should be clarified that with regard to wheelchair accessible transport it is not a mandatory requirement for applicants to be in possession of such transport, as the requirement for this has traditionally been very little/none in many years. What is required is that, when required, applicants have clearly defined how they would provide a service to facilitate the transport of clients with wheelchair requirements.

DELIVERY OF THE SERVICES

The applicants agree to:

- carry out all duties and responsibilities which may be required to secure the timely and satisfactory completion of the Services and which would ordinarily and properly be carried out by an independent Contractor in relation to services comparable in size, scope, complexity and purpose to the Services.
- act in a thoroughly competent and efficient manner and in the best interests of Longford and Westmeath Education & Training Board so as to give to the organisation the full and complete benefit of the Contractor’s experience and expertise.
- comply with Longford and Westmeath Education & Training Board’s conditions of carriage and all applicable laws including, without limitation, the Road Traffic Acts and any regulations issued from time to time under the Safety, Health & Welfare at work Act, 1989 and the Safety, Health & Welfare at Work Act, 2005;
- produce to Longford and Westmeath Education & Training Board (if requested) a safety statement setting out the basis upon which the Services are to be carried out, and to ensure that the safety statement is complied with in all respects by its officers, employees, sub-contractors of agents.
- ensure that the Services are completed in accordance with safety requirements and security requirements of Longford and Westmeath Education & Training Board notified to the Contractor from time to time and to ensure that such requirements are complied with in all respects by its officers, employees, sub-contractors or agents; and

- provide all personnel, equipment, materials, services and other resources necessary or appropriate for the safe, full and proper performance of the Services.
- Providers should provide safe and roadworthy vehicles – please furnish details of the range of vehicles that will be offered to LWETB together with the details. e.g. make, model, age, class etc. With regard to maintenance please provide details of the schedules of servicing that will be provided. Also give evidence of how you will ensure that a high quality of servicing will be maintained.

DRIVERS

The DPS member shall not permit any person to drive a Bus unless the DPS member has ensured that the person:

- is a competent and experienced driver duly licensed to drive such bus in accordance with the provisions of the Road Traffic Acts;
- has been found physically and mentally fit to drive the category of bus as shown on that person's driving licence; and
- has provided details of any training in First Aid or Manual Handling undertaken in the previous 5 years.
- has supplied a certificate of a registered medical practitioner as evidence of confirmation of that person's physical and mental fitness. **This Contract is conditional on the production of this certificate to Longford and Westmeath Education & Training Board.**

The applicant acknowledges and agrees that the driving of a bus by any other person is expressly prohibited by this Contract.

Without prejudice to the generality of the above Clause, it is a condition of this Contract that no person shall be allowed to drive a bus, if, having been requested:

He/she has refused to submit himself/herself to medical examination by a doctor or if, having so submitted himself/herself, he/she has been certified as unfit. This condition is in addition to and distinct from, any requirement as to medical examination necessary for the obtaining of any licence or certificate to drive under any statute or regulation. Longford and Westmeath Education & Training Board may, from time to time, during the term, require any person who is driving or proposes to drive any bus to re-submit himself/herself for further medical examination by a doctor and in the event of such doctor certifying that such person is no longer medically fit to drive the said bus, such person shall no longer be permitted to do so. Longford and Westmeath Education & Training Board may in any particular case, having required such person to submit himself/herself or re-submit himself/herself for examination, direct that such person does not in any event drive a bus for the purpose of carrying out the services under this Contract until the doctor's certificate has been issued;

He/she or the Contractor fails to provide Longford and Westmeath Education & Training Board with a certificate of a registered medical practitioner as evidence of confirmation of that person's physical and mental fitness in accordance with the relevant requirements or if having provided Longford and Westmeath Education & Training Board with a certificate, Longford and Westmeath Education & Training Board is not satisfied with the contents of the certificate.

The Contractor shall, when requested by Longford and Westmeath Education & Training Board, ensure that drivers, or any person proposing to drive any bus, attend driver training courses as specified by Longford and Westmeath Education & Training Board. The Contractor shall be responsible for and discharge all the costs of and relating to the driver training.

The Contractor acknowledges and agrees that in order to achieve the appropriate and necessary health and safety standards in providing the Services, the Contractor shall not, and shall not permit any person, to drive a bus unless the Contractor has ensured the person has a sufficient knowledge of the English language which enables that person to:

- Interact and communicate orally in English with students/participants and other third parties without the aid of a translator; and
- Complete an accident report form in the event of an accident, and submit a copy to Longford and Westmeath Education & Training Board's designated representative.

Subject to compliance with applicable law, the Contractor shall ensure that where required by applicable law or where otherwise requested by Longford and Westmeath Education & Training Board, all personnel engaged in the provision of the Services:

- Are appropriately Garda vetted, by reference to past employer references, in particular the most recent employer and by requesting criminal record checks from An Garda Síochána or, where appropriate, ensuring that prospective employees provide the necessary clearance from other appropriate police authorities; and
- Furnish to Longford and Westmeath Education & Training Board all necessary authorisations to enable Longford and Westmeath Education & Training Board to obtain a statement from An Garda Síochána as to whether any convictions have been recorded against them.

The contractor shall immediately notify Longford and Westmeath Education & Training Board if the Contractor or any of the Contractor's personnel engaged in the provision of the Services:

- (i) Are charged with any criminal offence; and
- (ii) Have been or become convicted of any criminal offence.

Longford and Westmeath Education & Training Board reserves the right at its absolute discretion to object at any time to any person nominated or engaged by the Contractor as a driver of any bus. Without prejudice to the foregoing, it is a condition of this Contract that in the event of Longford and Westmeath Education & Training Board informing the Contractor of its objection to any driver, the following provisions shall apply:

The applicant shall forthwith cease to deploy that driver on any Route.

Longford and Westmeath Education & Training Board shall be under no liability whatsoever to either the applicant or the driver in the event of termination of the driver's engagement and neither the applicant nor the driver shall have any entitlement to damages or compensation or any other redress if the driver's engagement is terminated.

Longford and Westmeath Education & Training Board reserves the right at its absolute discretion to investigate any complaint relating to any driver and may refer any such complaint to the Contractor and/or the relevant driver for a response. For the avoidance of doubt, Longford and Westmeath Education & Training Board is under no obligation to conduct any such investigation and Longford and Westmeath Education & Training Board may require the Contractor to immediately withdraw the driver in question from the relevant Route irrespective of whether or not Longford and Westmeath Education & Training Board decides to conduct such an investigation.

Longford and Westmeath Education & Training Board may request the applicant to nominate a new driver to carry out the Services in respect of the driver who has been removed, with the replacement driver being appointed only on the agreement of Longford and Westmeath Education & Training Board.

DOCUMENTATION

All Supplier documentation requested by LWETB must be valid and in date. It is the Suppliers responsibility to ensure that they furnish updated documents to LWETB in advance of expiry dates, for example but not limited to insurance documentation, Bus and Driver license documentation, bus inspection documentation, vetting documentation etc.

APPENDIX 2 – ONCE OFF TRIPS: HOW the BUS r US APP WORKS

When a bus operator applies to be placed on the DPS through eTenders, they will provide information on their Company, their Buses and their Drivers.

The successful applicants will be provided with access to the “Bus r Us” application in order to input the required information and upload the supporting documentation. LWETB will provide training with all suppliers for this app in advance of initial use.

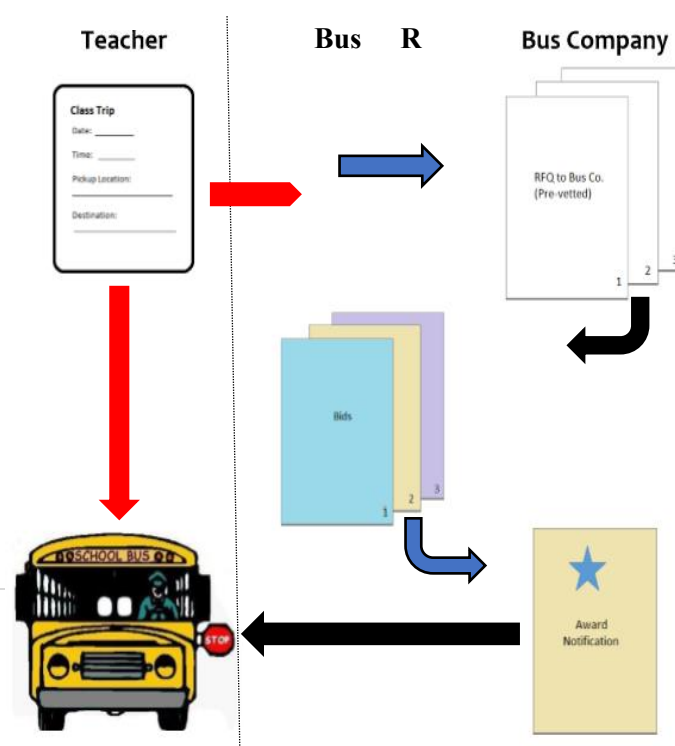
When the “Bus r Us” application has the required information inputted by the operator, which will be subject to checking and approval by LWETB, the bus operator will be notified and is then available to be selected for use.

Bus r Us simplifies the logistics of organising transport for a class or group trip. After the teacher/Centre Manager completes a simple form, the **Bus r Us** takes care of the rest, allowing the teacher/Centre Manager to focus on organising their group and activity.

When the details of the proposed trip are entered, **Bus r Us** looks after:-

- **Mini competition** - Request For Quotes are sent to approved and vetted bus companies who are admitted to the DPS. Teachers/Centre Managers can nominate one of the companies to receive a request for quote.
- **Quotes** – Reviews bids and contract awarded automatically.
- **Notifications** – The successful company is notified and the contract is sent out. The approved driver and bus are booked for the trip. The teacher/Centre Manager is notified of their bus and drivers details.

Here is an overview of the booking a bus using **Bus r Us**.



- Step 1.** Teacher/Centre Manager completes the **Bus r Us** Trip form – date, time, pickup location, destination and any special requirements etc. They can suggest one bus company to use.
- ✓ **Bus r Us** sends request for quotation to the 3 pre-vetted local bus companies.
 - ✓ Bus companies return their bids via the **Bus r Us**.
 - ✓ **Bus r Us** reviews bids and awards contract automatically.
 - ✓ **Bus r Us** notifies winning bus company.
 - ✓ **Bus r Us** notifies designated driver of trip and assigned bus.
 - ✓ **Bus r Us** notifies teacher of bus registration, driver name prior to date.
- Step 2.** Bus arrives on time at pickup location with approved driver and nominated bus. Teacher/Centre Manager and group undertake their trip.
- ✓ **Bus r Us** sends Teacher/Centre Manager feedback form on their experience – was driver and bus as notified. Any issues?
 - ✓ **Bus r Us** sends Driver feedback form on their experience. Any issues?