



Northern Isles Ferry Service

Invitation to Tender

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Volume 2 – Specification of Requirements

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PART 1 SPECIFICATION OF REQUIREMENTS

1. INTRODUCTION

1.1. The Service is the operation and management of the Northern Isles Ferry Service by an operator who will deliver the subsidised passenger, vehicle and freight service in accordance with the Specification of Requirement, routes, fares and timetable set by Scottish Ministers.

1.2. The high level objectives of the Ferry Service are as follows:

- be safe, sustainable and efficient;
- responsive to local needs and appropriate to the requirements of those using them;
- contribute to sustainable economic growth on our islands and in our remote rural communities;
- be affordable at point of service and offer value for money for the Scottish Ministers; and
- be resilient to social and commercial stresses.

1.3. The Northern Isles Ferry Service consists of services to and from harbours located at Aberdeen, Kirkwall, Lerwick, Scrabster and Stromness.

1.4. The Fleet consists of 5 Vessels (3 RoPax passenger Vessels and 2 RoRo freighters). The 3 RoPax Vessels (MV Hamnavoe, MV Hjaltland and the MV Hrossey) are owned by Caledonian Maritime Assets Ltd (CMAL) on behalf of the Scottish Ministers. The Vessels are available for charter, from CMAL to the Operator, on a Bareboat basis. The 2 RoRo freighters (MV Hildasay and MV Helliard), are leased by CMAL and shall also be made available to the Operator. Full specification details of age, class and capacity are contained in the Information Room.

1.5. There will also be the opportunity for Participants to propose utilising their own Vessels or Vessels chartered from third parties, to provide the Ferry Service, subject to the requirements set out in Section 3 of this Volume 2 – Vessels.

1.6. Should the Participants propose the use of alternative Vessels they must be of a standard at least equal to the specifications of the current Vessels as detailed in the Information Room and comply with the Vessels section 3 of this Volume 2.

1.7. All alternative Vessels will be subject to an independent physical inspection before being approved by the Scottish Ministers at the expense of the Operator.

1.8. All alternative Vessels must be available for the duration of the Contract.

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1.9. The Fleet is registered on the UK Ship Register and any alternative Vessels proposed by Participants will require to be similarly registered.

1.10. Participants should note that any alternative Vessel proposed will require to be flagged in the EU and must be classed by a recognised organisation as defined in EU Directive 94/57/EC (as amended) and authorised by the United Kingdom.

1.11. The Public Service Contract has a maximum period of 8 years with a break option exercisable before the sixth anniversary of the Contract Commencement Date which, if exercised, will bring the Contract to an end at the expiry of its sixth year. The Contract shall incorporate a base case recalculation before the end of year 6. If Transport Scotland are content with the outcome of the base case recalculation the Contract can continue for the final 2 years.

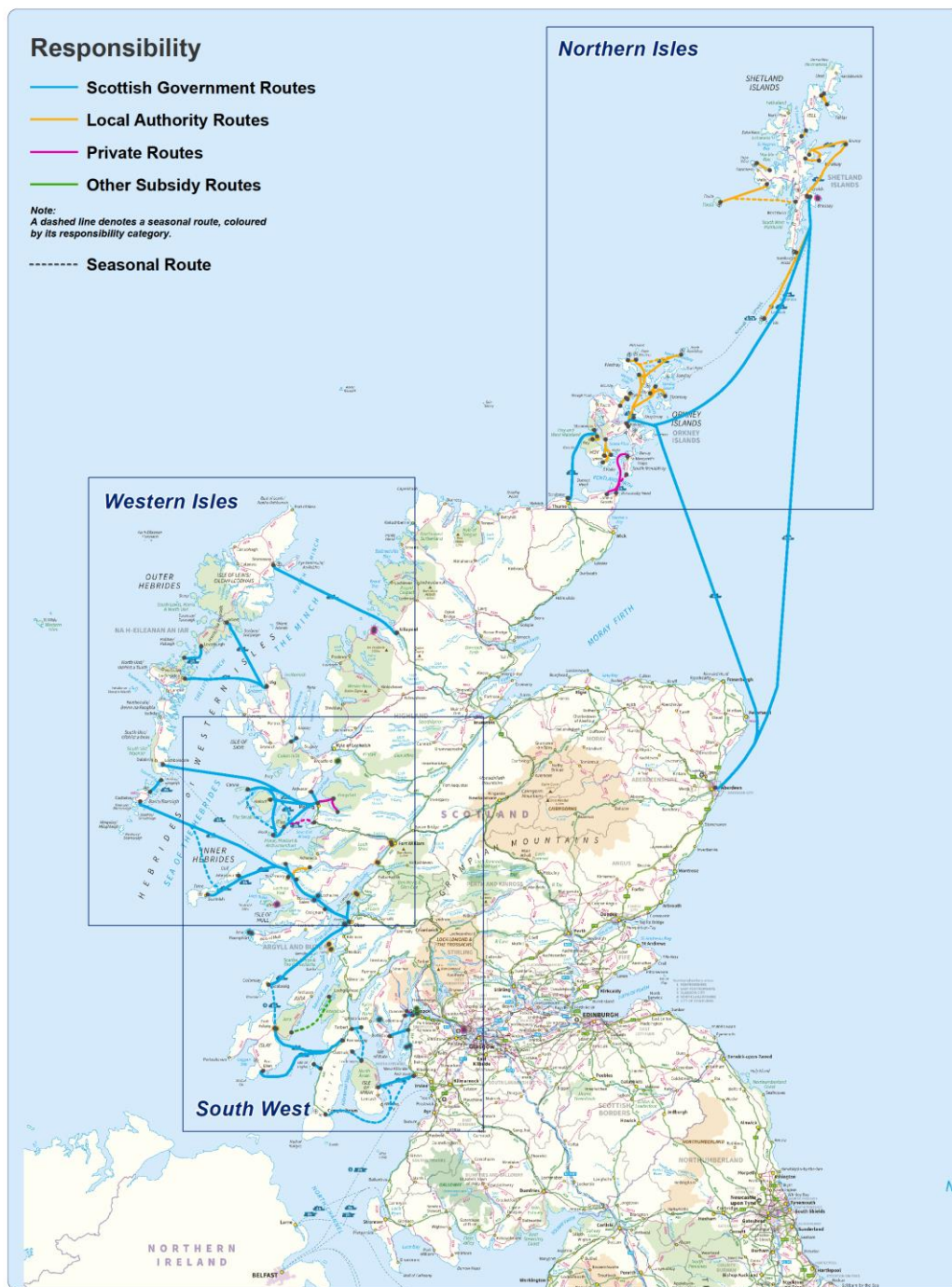
1.12. The Services will be operated employing a service name to be proposed by the Operator and agreed by the Scottish Ministers. The Operator may continue to use the name "NorthLink" under which to operate and market the Services.

2. SERVICES

2.1. This Section provides details of the core requirements for the Ferry Service (the Routes, Timetables and Fares).

Routes

2.2. The Ferry Service will operate to and from Aberdeen, Kirkwall, Lerwick, Scrabster and Stromness. The geographical area of operations and the service routes are shown in Figures 1 and 2:



Scottish Ferry Routes 2016

National Overview

Figure 1 - Area of Operations

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Scottish Ferry Routes 2016

Northern Isles

Figure 2 - Existing Route Service in the Northern Isles

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2.3. The Operator shall provide the Ferry Service on the routes listed in the table below and to the timetables as set by the Scottish Ministers.

Route (both ways)	Distance (NM)*
Scrabster - Stromness	25
Aberdeen – Kirkwall	131
Aberdeen – Lerwick	188
Kirkwall – Lerwick	98

*Source – Marine Traffic Voyage Planner

2.4. Unless otherwise specified all of the routes noted are year round passenger, vehicle and freight services. Annualised carrying statistics for each Vessel are provided in the Information Room. The Operator shall provide for the carriage of *inter alia* passengers, vehicles, freight, livestock and Dangerous Goods.

2.5. The Scottish Ministers reserves the right, dependent on future service demand, to introduce during the Contract period additional services and routes, within the geographic area of the Northern Isles. This may include the ability to alter the tonnage.

Timetable

2.6. The frequency and timing of the Ferry Service has evolved gradually and been shaped by historical operational conditions, demand for services, stakeholder engagement and ferry users' preferences. The timetables are set out in the Information Room and detail Low, Medium and High Season. The Operator must comply with the timetables, except:

- during any period of Scheduled Unavailability in accordance with the Maintenance Plan;
- as the direct consequence of a Relief Event;
- where it is necessary to adjust the times as a direct and unavoidable consequence of tidal conditions.

Timetable Revision and Demand for Additional Services

2.7. It should be noted that following mobilisation the Operator may propose to Transport Scotland alterations to the existing timetables to be adopted in 2020 providing consultation has been carried out with users in accordance with Section 8 of this Volume 2. Transport Scotland will expect the Operator to take due account of any concerns and community sensitivities in proposing any changes to the timetable. If considered appropriate, Transport Scotland may approve these timetable changes.

2.8. Transport Scotland may, in response to the needs of the local communities in the Northern Isles, instruct the Operator to implement a revised timetable. For each revised timetable (Low, Medium and High season), the Operator shall engage with communities ahead of publication, conduct any impact assessments requested by Transport Scotland – for example, considering operational feasibility and any impacts on services, cost and wider island implications. The Operator must comply with any such instructions. In such circumstances, the Operator will be compensated through the subsidy mechanism set out in the Contract.

2.9. The Operator will be entitled to propose sailings supplementary to those set out in the timetable on such occasions as it considers appropriate and to meet seasonal demand. Notice is to be given to, and consultation carried out with, Transport Scotland, in respect of such additional services and in accordance with the Contract. The Operator shall identify and report to Transport Scotland, any critical points where demand consistently matches or exceeds capacity. In this assessment of demand, the Operator shall cooperate with Transport Scotland in the gathering of any requested data to inform any decisions concerning forecasted growth.

2.10. The Operator shall also cooperate with Transport Scotland to provide analysis and costed options and measures, where requested, to inform decisions to resolve capacity issues (for example, measures such as additional sailings and/or tonnage or technical modifications). The Operator shall participate in projects arising from this demand analysis and improvement measures as and when instructed by Transport Scotland.

Fares

2.11. Details of the fares currently charged and the discounts available on each route on the Ferry Service are set out in the Information Room.

2.12. The Operator shall honour all types of ticket (including annual and quarterly season tickets) sold by SNF prior to commencement of the Ferry Service by the Operator.

Concessionary Fares

2.13. The Information Room also sets out details of concessionary fares arrangements which the Operator shall offer.

2.14. The Operator shall continue the existing tariffs, preferential tariffs and concessionary fares for the specified users as set by Transport Scotland.

2.15. In addition to the concessions referred to above, there are concessionary fares schemes funded by local authorities. Initiatives such as free, local off-peak travel for elderly and disabled people and the National Blind Scheme are delivered through these schemes and the Operator will be reimbursed by the local authority. Full details are available in the Information Room.

2.16. The Operator must comply with the existing tariff structure set out in the Information Room for the first year in which the Ferry Service is provided. Thereafter, the Operator may increase the tariff structure by an amount up to index linking in line with CPI, in accordance with the Contract. Any increases, or reductions (including those relating to CPI) shall require the consent of the Scottish Ministers with adjustments made to the Grant Payment as appropriate.

2.17. Fare proposals for each forthcoming year must be notified to Transport Scotland by at least 30 September immediately preceding the relevant Summer. The fare proposals should detail both the net and gross fares.

Special Vehicle Charging Arrangements

2.18. The Information Room also includes details of charging arrangements for special vehicles (for example, caravans, motorcycles etc.).

2.19. The Operator shall continue these charging arrangements subject to the discretion of Transport Scotland.

3. VESSELS

3.1. The Operator may make use of the 5 existing Vessels under a Fleet Bareboat Charterparty agreement. The Scottish Ministers reserves the right, dependent on future service demand, to introduce additional Vessels during the Contract period. The introduction of additional tonnage shall comply with the Fleet Bareboat Charterparty Agreement.

3.2. Where the Operator utilises the Vessels provide by CMAL, the Fleet Bareboat Charterparty Agreement between the Operator and CMAL details in full the rights and responsibilities of the respective parties. CMAL shall have inspection rights throughout the Contract and there will be condition surveys at the outset and at the end of the Contract period. In addition, CMAL, Transport Scotland, its agents or its representatives shall have the right to attend each Vessel's dry docking to assess the condition of the hull and all underwater areas. The Operator shall maintain the Vessels' condition throughout the Contract period to at least that prevailing at the outset, fair wear and tear excepted. Maintenance requirements for each Vessel are provided in the Information Room.

3.3. The Fleet Bareboat Charter Agreement details the responsibilities of CMAL and the Operator and the process required for statutory, owner's and charterer's upgrades. The Operator shall agree its requirements with CMAL.

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3.4. The Operator may provide alternative vessels solutions. Any proposed alternative vessels must be at least equal to the specification and condition of the existing vessels including sufficient carrying capacity and ability to operate to the timetables, routes and requirements of the Ferry Services.

3.5. Should the Operator provide alternative vessels, Transport Scotland shall require, at the Operator's expense, independent condition surveys to be provided in its Tender response. Transport Scotland, its agents or its representatives shall have the right to attend each Vessel's dry docking to assess the condition of the hull and all underwater areas. The Operator shall maintain the Vessels' condition throughout the Contract period to at least that prevailing at the outset, fair wear and tear excepted.

Fleet Relief

3.6. It is the Operator's responsibility to provide all fleet relief for the duration of the Contract. The Operator must ensure scheduled maintenance, dry dockings and unforeseen breakdowns are managed in a manner to ensure continuity of the Ferry Service. The Operator must follow the instructions of Transport Scotland where Transport Scotland has sourced alternative fleet relief.

3.7. Fleet relief arrangements should cover both periods of planned overhauls, periods during which Vessels are unable to provide the service and unforeseen circumstances such as breakdowns or damage.

3.8. Fleet Relief arrangements must be sufficient to ensure that the Performance Measures of the Contract are met. The Operator must minimise lost sailing time for vessels moving to and from dry-docks for annual overhauls and repairs in order to ensure minimum service disruption.

3.9. The Operator must commit to the fleet relief response times as set by Transport Scotland.

Fuel

3.10. The majority of fuel for the Fleet is delivered by road tanker as and when required. In addition, there are fuel tanks situated at some of the Ports and Harbours which are presently available for use by the Operator. The Operator must satisfy itself in relation to the storage of fuel at Harbours and the continued access to the relevant Harbour facilities and infrastructure.

3.11. Lube oil and fuel oil tanks are also situated at certain Harbours and are presently available for use by the Operator. The Operator must satisfy itself in relation to the storage and use of lube oil and fuel oil tanks at the Harbours.

3.12. The Operator may be required to enter into a fuel hedging arrangement during the Mobilisation period and/or at any stage in the course of Contract.

4. PASSENGER FACILITIES

4.1. All passenger facilities, whether vessel or shoreside must be maintained to a high standard of cleanliness, presentation and quality.

Passenger Facilities (Ferry Terminal)

4.2. The Operator must, with the agreement of the respective Harbour Authorities where required, provide appropriate passenger facilities in the ferry terminals. These must include appropriately staffed reception services and passenger waiting rooms - with seating, toilets and accessibility facilities. Real time information boards must be present.

4.3. The Operator must facilitate efficient arrangements for receiving, securing, holding and returning passengers' left luggage.

4.4. Efficient arrangements must be made by the Operator to ensure safe Vessel embarking and disembarking.

4.5. Vehicle marshalling spaces must be provided (car, coach and HGV) in addition to longer term parking areas (car, coach and HGV).

Passenger Facilities (Vessel)

4.6. Information on the Vessel layout with necessary drawings is provided in the Information Room. The Operator must provide passenger accommodation and facilities in accordance with the planned Vessels' specification and configuration at the Service Commencement Date (this must include maintaining the presence of existing facilities e.g. children's crèche). Changes to the existing configuration are to be made during the term of the present contract, details of which are also provided in the Information Room.

4.7. Should the Operator propose to use alternative vessels, passenger accommodation must be at least equal to the existing Vessels' accommodation facilities, specification and condition, including sufficient carrying capacity.

4.8. The Operator shall provide a Bed & Breakfast service on the MV Hamnavoe when the Vessel is berthed overnight at Stromness for passengers sailing on the early morning service to Scrabster.

4.9. The Operator shall provide complementary Wi-Fi capability of 12 mbps passenger and 1 mbps crew) on each Ro-Pax Vessel. Passenger information shall be displayed in public areas in addition to the provision of media screens.

4.10. The Operator shall provide facilities for the transportation of passengers' pets on the Ro-Pax Vessels.

Passenger Facilities (Catering)

4.11. The Operator shall provide catering facilities on board each Vessel including:

- beverages and snacks;
- self-service hot and cold food; and
- table service hot food (including service within the executive lounge).

Passenger Facilities (Retail)

4.12. The Operator shall provide retail and entertainment facilities on each of the Ro-Pax Vessels, a cinema on Vessels serving Aberdeen routes and any other recreational and entertainment facilities. The Operator is encouraged to offer the sale of local and island produce.

5. FREIGHT

5.1. The Ferry Services shall include the carriage of freight. All routes on the network carry freight. Full carryings data is available in the Information Room. The Operator shall guarantee the carriage of freight including loose freight, livestock, Dangerous Goods *inter alia*.

Time Sensitive Freight

5.2. Time sensitive freight is defined as perishable goods that have short lead times and require fast transit times to remain competitive in its markets or to meet a specific market need. This level of 'urgency' dictates that faster and more frequent services, as provided by the Ro-Pax sailings, are necessary and the traffic is usually less sensitive to price. The Operator must ensure that a minimum of 18 slots are available on the Ro-Pax vessels for the transport of time sensitive freight. Should demand be insufficient to fill these slots on any particular sailing, the Operator shall ensure that arrangements are in place to effectively manage Vessel deck capacity.

5.3. Examples of time sensitive freight include:

- Seafood movements – chilled and perishable with potential value loss as a result of extended transit times.
- Supermarket movements – chilled, fresh and baked products, where freshness is part of the value offer of the customer.
- Some urgent freight consignments for the oil and gas sector.

Livestock

5.4. The Operator shall carry livestock as part of the Ferry Service. Livestock is carried by prior arrangement and only in purpose-built livestock containers. Full carryings data is available in the information room.

5.5. The Ferry Service must continue to include sufficient appropriate capacity for the carriage of livestock. The carriage of livestock must be available all year round and the Operator must have the ability to cope with seasonal peaks in late summer/autumn.

5.6. The Operator shall ensure that all appropriate regulations are complied with and that livestock and vehicles containing meat or fish products are separated from passengers and passenger vehicles as far as practical. The Operator must comply with the Welfare of Animals (Transport) Order (2006). There is no derogation from this requirement (other than provisions made for existing derogations).

Dangerous Goods

5.7. By the nature of the geography of the islands, the Ferry Service provides the main inward route for Dangerous Goods and this is done by prior arrangement only. Dangerous Goods must only be carried on the freight vessels. The Operator will be expected to continue to provide services for the carriage of Dangerous Goods as part of the service. The Information Room gives details of the quantity and type of Dangerous Goods carried on each route. The goods carried vary in type and degree of hazard. Some commodities (petrol, calor gas) are in steady demand with seasonal peaks for others (e.g. hay - spring; fertilisers - early summer). The Operator shall ensure that suitable arrangements can be made for carrying the classes of Dangerous Goods detailed in the Information Room.

5.8. It is the responsibility of the Operator to make sure that the arrangements which are to be put in place for the carriage of Dangerous Goods meet the requirements of The Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 (as amended) and all other relevant legislation applicable to ships within UK Territorial waters. The Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 made mandatory the International Maritime Organisation's (IMO) recommendations for shipping Dangerous Goods. Details of all substances classified as a dangerous good can be found in the International Maritime Dangerous Goods (IMDG) Code – the relevant current publication is ISBN No 92-801-5090-1.

5.9. The existing service involves the carriage of Dangerous Goods under MCA exemptions, issued on acceptable equivalent arrangements for the safe carriage of these cargoes. It is likely that the current pattern of mixed services using ships with open car decks (rather than, for example, dedicated Dangerous Goods sailings) is the most effective means of securing economic services. However, while meeting all relevant legislative requirements to convey livestock lorries and Dangerous Goods safely, the Operator will not be required to adopt the same configuration of conveyance strategies as described here if more efficient solutions can be found. It will be the Operator's responsibility to ensure that all the services which currently carry livestock lorries, Dangerous Goods, parcels and unaccompanied vehicles continue to possess this capability and capacity. Where an exemption is required the Operator should submit proposals to Transport Scotland for consideration at an early stage.

6. HARBOURS

Harbour Authorities and Facilities

6.1. Harbour infrastructure is provided by the relevant harbour authorities. The access and use of harbour infrastructure is subject to the respective authority's standard terms and conditions and published tariffs.

6.2. The harbour authorities are:

- Aberdeen: *Aberdeen Harbour Trust*
- Kirkwall: *Orkney Islands Council*
- Lerwick: *Lerwick Port Authority*
- Scrabster: *Scrabster Harbour Trust*
- Stromness: *Orkney Islands Council*

6.3. The Operator shall be responsible for negotiating with the Harbour Authorities all arrangements necessary for access to the respective Harbours, use of Harbour infrastructure and facilities and to ensure the effective performance of the Ferry Services.

6.4. The Fleet is supported throughout the Ferry Service by shore infrastructure adequate to deal with Vessel operations, passenger handling and the loading, carriage and discharge of cars, commercial vehicles, loose freight, Dangerous Goods and livestock containers. The Ferry Service operates from 5 Harbours and Ports consisting of a variety of piers and slipways, including linkspans, car marshalling areas, passenger facilities and other buildings.

6.5. Access to the Harbours for the purpose of providing the Ferry Service will be regulated by the Harbour Authorities Agreements. These will, *inter alia*, require the Operator to comply with all Ferry Service activities at the Harbours.

6.6. The Operator shall pay a harbour access fee (covering berthing and traffic dues) (the Harbour Access Fee) in consideration for Harbour authorities granting the Operator the right to access and use each Harbour for the provision of the Ferry Service. The Harbour Access Fee is set out in the Harbour Agreement and is not dependent on the level of usage by the Operator.

Dues Payable at Harbours and Ports

6.7. The Operator shall enter into Harbour Access Agreements with the relevant Harbour Authorities. Harbour dues are payable under arrangements to be made with these relevant Harbour Authorities. Pier dues are payable at the Ports and are separately accounted for by the Operator to the Port Authority. The Operator shall use all reasonable endeavours to achieve value for money in any discussions with relevant authorities on the setting of all harbour and pier dues.

6.8. The Operator shall ensure that suitable measures are in place at each of the 5 harbours in order to effectively deliver the Ferry Services.

7. MARKETING & SALES

Marketing the Service

7.1. The Operator shall provide a Marketing and Sales Plan which will detail arrangements for publicising the Ferry Services including the range of media channels to be deployed.

7.2. The Marketing and Sales Plan shall detail how the Operator shall co-operate with the tourism sector, local businesses and stakeholders, and address the provision of marketing and promotional events necessary to ensure that the Ferry Services are marketed as widely and effectively as possible.

Tickets and Information

7.3. The Operator shall provide a single common timetable, ticketing and fares database for all routes so that all possible reservations, sales and payments can be made from at least the same locations as are available now although this need not necessarily involve the use of existing offices. Currently tickets are available on-line, at Harbour offices, on Vessels and with travel agencies in the UK and abroad.

7.4. The Operator shall operate a central information and reservations system for the Ferry Service for the duration of the Contract that shall be fit for ferry users' purpose.

7.5. The Operator shall maintain, for the duration of the Contract, a detailed website covering their operations on the Ferry Service. The page must provide links to on-line information and reservation services, Ferry seasonal timetables, a help-desk facility and an early warning Notice Board to flag any disruptions and changes to the Ferry Service caused by bad weather etc.

7.6. The Operator shall provide real time information to passengers, through the website, the central information system, on Vessels and in harbour offices and waiting rooms, and also to road and public transport information systems (e.g. *Traveline*) for travellers to and from the Ferry Service.

7.7. The Operator shall also provide a facility for telephone booking and reservations.

Smart and Integrated Ticketing

7.8. It is The Scottish Ministers' vision, that:

"All journeys on Scotland's bus, rail, ferry, subway and tram networks can be accessed using some form of Smart ticketing or payment".

7.9. Further background regarding this Vision and Transport Scotland's approach to delivery is available in the [Smart Ticketing Delivery Strategy 2018](#).

Transport (Scotland) Bill

7.10. The [Transport \(Scotland\) Bill](#) is designed to help make Scotland's transport network cleaner, Smarter and more accessible than ever before. It aims to empower local authorities and establish consistent standards in order to tackle current and future challenges, while delivering a more responsive and sustainable transport system for everyone in Scotland. Of particular interest may be the proposal for the Scottish Ministers to mandate a technological standard for Smart ticketing equipment. In Scotland, ITSO 2.1.4 is generally considered to be the current standard and this is defined in a later section.

7.11. The Bill takes forward a number of Scottish Government commitments from its 2017-18 Programme for Government and was introduced by the Cabinet Secretary for Finance and Constitution, on 8 June 2018.

Smart product types and targets

7.12. Transport Scotland recognise the various ferry journey types and that Smart products are not suitable for all journey types. Therefore, Smart product requirements and Smart targets will apply to [concessionary fares ferry voucher scheme](#) and commercial foot passengers¹ only.

¹ Commercial foot passengers are foot passengers travelling without a vehicle.

Availability of ITSO infrastructure

7.13. As detailed below, Transport Scotland operates an ITSO infrastructure that includes a HOPS and associated services. This infrastructure has sufficient capacity to process all Smart ferry transactions and shall be provided by Transport Scotland for the Operator's use. The Operator is required to make use of this infrastructure.

Smart Requirements:

7.14. Transport Scotland requires a system which delivers all of the following outputs on a Smart basis:

- Supports the provision of certain discount classes, which are termed Mandatory Discounts. These are:
 - a) **Islander discount:** currently administered as a 30% discount on passenger and car tickets for residents.
 - b) **National concessions:** currently 10% concession to those with a National Entitlement Card on the grounds of age (60+) or disability and those in full-time education.
 - c) **ScotRail Spirit of Scotland Travel Pass and Highland Rover tickets:** 20% discount on the seated passenger standard fare purchased on the day of sailing.²
 - d) **Visually Impaired persons concession:** 100% discount fares for visually impaired people.
 - e) **National Concession Travel:** up to four single journeys each year for those residents of the Northern Isles with a National Entitlement Card on the grounds of age (16-18 or 60+) or disability.

NOTE: Discounts products (a) – (d) above are not separately funded by direct revenue replacement contribution, while (e) is funded by re-imburement from the Concessionary Travel & Integrated Ticketing Unit, Transport Scotland.

- Be configured to support future concessionary schemes;
- Support ScotRail Spirit of Scotland Travel Pass and Highland Rover tickets Smart products;
- Issue tickets through a web based portal accessible to retail customers or trade sources for foot passengers;
- Issue tickets at all Ports;
- Allow the electronic reading and validation of tickets on boarding a ferry to confirm validity;

² Both products are available as a paper product or 'M-Pass' – an image of the pass on mobile devices - enabling passengers to travel without tickets during the valid period.

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- Supports Smart payments, that is cashless payments without chip and pin (e.g. contactless bankcard or mobile phone where the Operator deems appropriate noting transactional limits on contactless payments).

7.15. For the avoidance of doubt, the Operator will be required to use Transport Scotland's ITSO back office infrastructure that is the HOPS and associated card/media management services. The Operator must provide point of sale (POST) infrastructure which communicates with those ITSO back office and the Operator's booking and reservation systems.

7.16. The system should be ITSO 2.1.4 or later compliant and accommodate any valid ITSO 2.1.4 or later certified customer media in accordance with the ITSO Operating Licence. The Operator will be required to procure and operate within the New System a current valid ITSO approved Smart and integrated ticketing scheme. ITSO Smart media used by the Operator will be expected to accept at least ten individual products of any mix of the following four products to ensure that the Operator's cards provide sufficient capacity:

TYP 14 - Entitlement;

TYP 16 - ID and Entitlement – personal data;

TYP 22 - Season Ticket; and

TYP 23 - National and local concessions and commercial carnets.

7.17. ITSO Smart media should also have capacity to load other products (including, for example, Scottish concessionary travel scheme products and Scottish bus, ferry or rail products), where those products are also ITSO compliant) along with the appropriate anti-tear software.

7.18. The ITSO Smart media shall be branded with the '*Saltirecard*' branding to clearly show to customers that they are compatible with the national Smart and integrated ticketing scheme and are able to be used on other forms of public transport in Scotland. A sample of this branding is available at: <https://www.entitlementcard.org.uk/what-nec>

7.19. In line with Scottish Ministers' ambition to deliver Smart and integrated ticketing across Scotland, the requirements for the implementation of the system, are as follows:

Stage 1:

7.20. The Operator is required to support the use of Smart ticketing (and maintain the support throughout the subsequent duration of the Contract period) for:

- TYP 16 (concession) ticket types
- National and Local Concessionary and Discounted Travel Schemes as required and as applicable.

- TYP 22 (period pass) and TYP 23 (carnet products) and ensure ITSO compliant ticketing is thereafter operational throughout the Contract period;
- Any ticket types proposed by the Operator to enhance Smart media uptake;
- All ticket types for multi-modal travel (for example, Rail and Sail products).
- Successfully transition from paper based concessionary vouchers to the Smart system by 1 April 2021

7.21. The Operator will be required to read and validate ITSO Smart media holding applicable concessionary and discounted travel products and pass transaction data to the Scottish Ministers and/ or relevant local authorities as required for the purpose of reimbursement.

7.22. The Operator shall adhere to the Stage 1 implementation table below.

Stage 1.	
31 October 2020	Smart infrastructure in place and proven
31 December 2020	Smart Concessionary products tested and available
28 February 2021	Smart commercial products tested and available
1 April 2021	All paper based concessionary products transferred to Smart

7.23. Should the Operator not achieve the above targets then the Operator will, within 40 days, submit a recovery plan, including timescales and costs, to Transport Scotland for review and approval.

7.24. The Operator is required to support the use of Smart ticketing and booking (and maintain the support throughout the subsequent duration of the Contract) for all foot passengers, ticket types and bookings.

Stage 2: Smart Commercial Foot Passengers

7.25. In line with the Scottish Ministers' aim to ensure a successful roll-out of smart and integrated ticketing and payment across transport modes in Scotland the Operator should commit to achieve the following:

31 October 2021	Commercial foot passenger products only available as smart products
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7.26. Should the Operator not achieve the above target then the Operator will, within 40 days, submit a recovery plan, including timescales and costs, to Transport Scotland for review and approval.

ITSO Infrastructure

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7.27. The UK Government developed an interoperable and secure Smart media technology standard, known as ITSO. Transport Scotland adopted ITSO in 2006 as the delivery mechanism for the Smart concessionary travel scheme. ITSO is now the basis for all Transport Scotland's Smart ticketing activity. Information on ITSO is available on the [ITSO website](#).

7.28. There already exists a nationally available Smart card. The Saltire Card is currently administered by Dundee City Council on behalf of the Scottish public sector. Similarly, Transport Scotland operates a HOPS and associated service which has sufficient capacity to process all Smart ferry transactions, which is available to the Operator. The Operator should use this existing national infrastructure.

7.29. The Operator will be required to maintain its Smart ticketing equipment including back office systems in line with the latest ITSO specification, whenever changes in the ITSO specification are required to maintain the security of its operation.

7.30. The Operator will be required to work with stakeholders to promote the inter-operability of tickets and to join all relevant Transport Scotland approved Smart-related ticketing schemes including, where appropriate, Transport Scotland supported generic ticketing products (either currently implemented or developed over the life of the Contract). The Operator will also be required to work with Regional Transport Partnerships, local authorities and operators of other ITSO certified schemes within Northern Isles area who may wish to implement Smart multi-modal ticketing schemes as part of the national Delivery Strategy set out by Transport Scotland. The Operator shall not unreasonably withhold consent to such propositions and will refer participation in any such scheme to Transport Scotland so that Transport Scotland can ensure that any systems, products or requirements introduced as part of participation in such scheme will not jeopardise the integrity of the national Concessionary Travel Scheme.

7.31. Reservations, warrants, supplements and concessionary travel form fundamental aspects of ticketing. The Operator will work with the broader industry to coordinate its approach to addressing these issues.

7.32. The Operator shall ensure there is appropriate provision for an ITSO compliant ticketing system comprising ticket issuing equipment, readers and validators throughout all routes from October 2020. This infrastructure shall be supported with ITSO back-office functionality and business rules as appropriate. It is important that the Smart ticketing infrastructure deployed is compliant with ITSO v2.1.4 and complies with advice from ITSO Operations Advisory Group (OAG) on good practice and is maintained fully compliant with the latest ITSO specification within 12 months of the latest ITSO specification being announced. This requirement may also necessitate negotiations with other operators or infrastructure providers. Transport Scotland reserves the right to request and use data stored in the ITSO back-office for policy purposes.

7.33. The Operator will be able to propose variations to these requirements during the Contract period if these are justified by future developments of innovative ticketing and payment technology.

Traveline Scotland

7.34. *Traveline Scotland* is a public transport information system providing impartial timetable and journey planning information to the public via telephone, the internet and SMS. It provides information about journey itineraries, routes, service numbers, timetables and pre-planned alterations to most public transport modes, as well as links to the websites of individual transport operators.

7.35. The Operator will be required to join *Traveline Scotland*, and collaborate fully in the initiative. To join *Traveline Scotland*, the Operator will be required to purchase one share in the company from Traveline Scotland at the cost of £1. Members are invoiced on a quarterly basis for the calls/queries answered concerning their service; costs for this service are allocated pro rata to the costs incurred in answering calls/queries for all other operators. The Operator shall also include the *Traveline* contact details on all timetable literature and advertising. The design and use of its marketing material is provided free to participating transport operators.

Contracts

7.36. Contracts related to the New System, by the Operator, will be entered into in a form acceptable to the Scottish Ministers to secure the continued development or operation of the Smart ticketing and booking beyond the end of the Contract through expiry or in the event of the Contract being terminated early for in accordance with the provisions of the Contract.

7.37. Should the Operator develop new intellectual property in connection with Smart ticketing, which is approved by Transport Scotland, the Operator will be required to transfer ownership of such intellectual property rights to Transport Scotland in accordance with the provisions of Volume 3 Draft Contract clause 30. The Operator will also be required to deliver to Transport Scotland a copy of the source code of any software comprised and all documentation necessary to enable the operation, maintenance and development of the software in the event of the Contract being terminated.

7.38. All Smart ticketing equipment, software, back office systems and associated intellectual property rights shall be Transferring Assets.

Brochure and Timetable Publication

7.39. The Operator shall produce and distribute a brochure covering all Ferry Service routes in addition to online information. The brochure must advertise timetables and booking information for all routes and should be published no later than October in each year.

8. COMMUNITY AND STAKEHOLDER ENGAGEMENT

Consultation with User Groups and Stakeholders

8.1. The Operator must ensure that suitable arrangements are put in place for regular engagement and consultation with relevant local authorities, ferry user groups, regional transport partnerships and representatives of Orkney and Shetland stakeholders, including agriculture, hauliers, seafood and tourism to ensure the effective delivery of the Ferry Service.

8.2. The Operator shall consult with user groups and stakeholders on seasonal timetables and other issues which have a direct impact on the Ferry Service. Consultation on timetables must align with the requirements for publishing and seeking approval from Transport Scotland for changes to the Ferry Service.

8.3. The Operator shall appoint an individual, who will operate at a senior level within the business, with defined authority for establishing, maintaining and reporting on community engagement. This role may be shared with other responsibilities.

Involvement of SMEs and Supported Businesses

8.4. The Operator shall endeavour to involve local, small and medium enterprises in its supply chain. The Operator shall appoint an individual, who will operate at a senior level in the business, with defined authority for establishing, maintaining and reporting on the opportunities for purchasing supplies or services from Supported Businesses and SMEs. This role may be shared with other responsibilities.

Community Benefits

8.5. The Procurement Reform (Scotland) Act 2014 has established a national legislative framework for sustainable public procurement that supports Scotland's economic growth through improved procurement practice – and requires public bodies to consider how their procurement activity can improve the economic, social and environmental wellbeing of the authority's area. It specifically requires public bodies to consider imposing community benefit requirements as part of a major contract.

8.6. For the purpose of this tender, Transport Scotland consider that Community Benefits are integral to the social, economic and environmental considerations of the overall requirement, as set out under the individual Delivery Plans – for example, engagement with local communities, provision of local employment and apprenticeship opportunities and the involvement of SMEs and Supported Business in the delivery of the Ferry Service.

9. CUSTOMER CARE AND ACCESSIBILITY

Customer Care

9.1. The Operator shall provide an effective and innovative approach to customer service. The Operator shall create a customer caring environment and be responsible for all aspects of the Customer Care experience. This shall cover the full customer journey from initial booking, through travel arrangements to port-side assistance. The Operator will also be required to provide additional passenger support where onward travel arrangements have been disrupted due to the Operator's failure to perform the Contract.

9.2. The Operator shall provide assistance and support to customers with an urgent need to travel for medical appointments and funerals. The Operator shall provide assistance to such travellers on such aspects as booking arrangements, connections and onward travel.

9.3. The Operator must provide up to date information on the state of services and times for the resumption of services in the event of disruption. The Operator must provide a clear explanation, across a range of media, when ferry services are disrupted. This will include clear and timeous information on the cause of the disruption and a description of mitigation measures. The Operator must provide an explanation of whether replacement services can or cannot be provided in each case. When services are disrupted, sufficient staff must be on site to offer assistance and answer queries. The Operator shall make available contact details and telephone numbers for local taxi companies, hotels, cafes etc. and publish this information at ticket offices or harbours.

9.4. The Operator shall establish and maintain an effective Customer Complaints procedure including an appeals facility and a scheme for restitution as appropriate.

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Accessibility

9.5. The Operator shall have regard to the legislative framework and obligations in relation to disability, mobility and accessibility requirements. This will include consideration of the needs of visually and hearing impaired passengers. The Operator shall also have regard to the requirements for Staff Assisting Disabled People and Value for Anyone, Value for Everyone – both published by the Mobility and Access Committee for Scotland (MACS). The Operator will be expected to meet regularly with MACS and other accessibility groups at a community level to ensure services meet the needs of all members of the community.

9.6. The Operator must take into account the needs of disabled people when providing information, timetables and booking reservation systems and in allowing time for intermodal transfer where timetable variations are being proposed.

9.7. For those passengers with visual impairment, the Operator shall comply with the guidance on travel issued by the Guide Dogs for the Blind Association, including the Equality Act 2010 and Human Rights Act 1998.

9.8. The Operator shall establish and maintain an Accessibility Information System to indicate the degree of accessibility for each harbour, ferry or route.

10. ACCESS AND INTEGRATED TRAVEL

10.1. The Scottish Government has stated a commitment to improve transport integration in Scotland, to contribute to this Government's purpose of achieving sustainable economic growth. An integrated transport system makes it easier for people to travel using a variety of connecting modes. A better integrated public transport network will allow passengers to travel using multiple modes: it will facilitate travel patterns that are intra-modal (between services) and/or intermodal (between different modes, also known as multi-modal).

10.2. The Operator will be required to appoint an individual with defined authority for Transport Integration, who will operate at a senior level in the business. The Transport Integration Manager will have a leading role in taking forward timetabling, information and infrastructure activities to improve integration. The Transport Integration Manager will be expected to draw on evidence relating to passenger views concerning integration and to work with partners, particularly other transport service providers, Councils and Regional Transport Partnerships, to implement measures to meet ferry passenger needs (whether independently or working in partnership with others). The Transport Integration Manager shall be required to prepare annual plans, identifying how they will measure improvements in integration and monthly reports on progress against these targets.

10.3. The Transport Integration Manager must also make use of data held by the Operator on passenger flows (including information on passenger origins and destinations) to identify gaps and opportunities to improve integration and to ascertain demand for sustainable transport connections to and from ferry ports. The Transport Integration Manager must then work with Transport Scotland and partners to make improvements to integration. The Operator shall also consult with affected transport operators regarding timetable changes and new services to improve connections between transport modes.

Provision of Journey Planning Information

10.4. The Operator will be required to work proactively with other transport operators to provide cross-modal information, to sit alongside ferry services information. The Operator will be required to display information at ferry terminals concerning other transport modes and services. Examples include: information on local bus services and rail services at Aberdeen station, as well as cycle routes and walking routes to destinations used by passengers within walking distance of ferry terminals. The Operator will be required to provide, and actively promote for ferry passengers, cross-modal onward journey information that meets their needs, by making use of both existing and emerging technology where appropriate.

10.5. The Operator will be required to, through membership of Traveline Scotland, fully support Transport Scotland in its work to ensure provision of impartial travel information across all technology platforms including Traveline Scotland's website, mobile applications, social media etc. It is particularly important that the Operator makes available to Traveline Scotland real-time service data including disruption and delay updates.

Provision of Cycling Facilities

10.6. The Operator should ensure, liaising with others where necessary, that easily identifiable and accessible cycle routes are identified at or close to ferry terminals. The Operator must use all reasonable endeavours to work with local businesses and cycle event organisers to promote and facilitate greater use of cycling facilities at ports, including co-operation with cycle hire schemes and promotional schemes for ferry users.

10.7. The Operator will be required to put in place plans and proposals to report, record, monitor and communicate to Transport Scotland the number of bicycles using ferries. This information may be shared by the Operator or Transport Scotland with interested parties.

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Pedestrian Access

10.8. The Operator should ensure, liaising with others where necessary, that easily identifiable, signposted and accessible walking routes are identified at or close to ferry terminals and seek feedback from passengers on the effectiveness of these. The Operator must use all reasonable endeavours to work with local authorities, local businesses and walking event organisers to promote and facilitate greater walking facilities and promotional schemes for ferry users.

Language Requirements

10.9. The Operator shall ensure that crews have the ability to communicate with passengers and each other in English (the principal language of the passengers carried) to meet the requirements of the International Safety Management (ISM) Code and of STCW 95 (Standards of Training, Certification and Watchkeeping for Seafarers 1995). CMAL Vessels are UK registered and the working language of the CMAL Vessels is English.

11. HUMAN RESOURCES

Fair Work

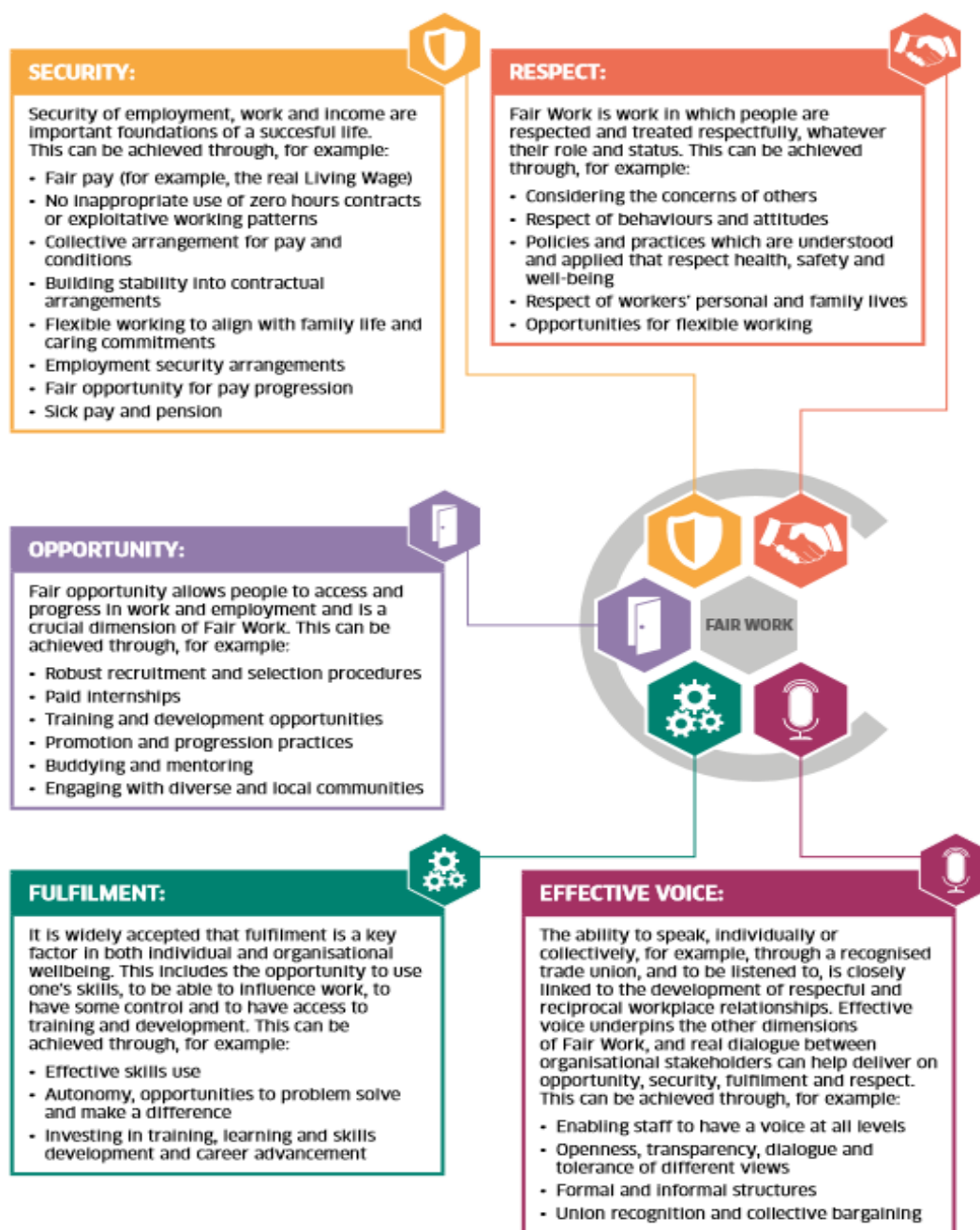
11.1. The Scottish Government values the delivery of high-quality services and recognises that service levels are often critically dependent on the quality and engagement of the workforce delivering public contracts.

11.2. It is expected that those who deliver public contracts adopt fair employment practices for all workers engaged on delivering contracts. This includes not only workers they directly employ but also workers they will engage with through, for example, employment agencies and/or “umbrella” companies. It is believed that workers who are treated fairly, who are well-rewarded, well-motivated, well-led and who have appropriate opportunities for training and skills development are likely to deliver a higher quality of service.

11.3. The Scottish Government fully endorses the [Fair Work Framework](#) produced by the Fair Work Convention in 2016. The Framework sets out the Convention’s vision and definition of Fair Work.

- Vision: By 2025, people in Scotland will have a world leading working life where Fair Work drives success, wellbeing and prosperity for individuals, businesses, organisations and society
- Definition: Fair Work is work that offers effective voice, opportunity, security, fulfilment and respect; that balances the rights and responsibilities of employers and workers and that can generate benefits for individuals, organisations and society.

11.4. A summary of the Fair Work Framework is provided below:



11.5. The Scottish Government is committed to fair work practices, including:

- a fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer;
- clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of Scotland's young workforce;
- promoting equality of opportunity and developing a workforce which reflects the population of Scotland in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;

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- support for learning and development;
- stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero-hours contracts;
- flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance;
- support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.

11.6. In addition to the Fair Work Framework, the Scottish Ministers operate a no compulsory redundancy guarantee and encourages the Operator to adopt a similar approach.

11.7. The Scottish Government also attaches importance to ensuring effective consultation and involvement of staff and the Scottish Government management work in partnership with the trade union movement to this effect.

11.8. The Scottish Government encourages its staff to join an appropriate union and to play an active part within it, making sure their views are represented.

11.9. In order to ensure the highest standards of service quality in this contract, the Operator is expected to take a similarly positive approach to workforce-related matters, as part of a fair and equitable employment and reward package.

11.10. The application of TUPE to any situation is a matter of law and can only be conclusively determined by an Employment Tribunal or court of law. Whether or not TUPE is likely to apply to a situation will depend on the facts and circumstances of the particular case. It is the responsibility of the incoming Operator to consider whether or not TUPE is likely to apply in the particular circumstances of Contract and to act accordingly. Participants should therefore take their own legal advice regarding the likelihood of TUPE applying.

11.11. The numbers and levels of staff required to provide the Ferry Service are, in general, a commercial matter for the Operator, as are the pay and conditions of staff. However, pay and employment deals which would impact on the future of the Ferry Service within the last 12 months of the Contract will be subject to the approval of the Scottish Ministers.

Training

11.12. The Operator must ensure that all staff are appropriately trained to comply with all on-shore and off-shore statutory obligations in relation to the delivery of the Ferry Services. Staff should be trained to reflect the highest standards of passenger safety and customer service for the full end to end customer journey experience.

11.13. The Operator must ensure that a suitably skilled and qualified workforce is available throughout the duration of the contract to ensure the continued delivery of a safe, reliable and efficient Ferry Service. This must include adequate opportunities for UK officer cadets, modern apprenticeships and training for Deck, Engine, Catering, Ratings and Onboard Services.

11.14. The Operator must provide a programme of mental health training for all seafarer and shore-based staff including similar arrangements for subcontractors.

Pensions

11.15. The Operator will be required to provide retirement and life assurance benefits in accordance with the pension arrangements stipulated in Volume 3 Clause 25, Pensions.

12. MOBILISATION PLAN

12.1. Transport Scotland places great importance on the mobilisation phase of the Contract. The Operator shall provide a programme which will form part of the final Mobilisation Plan, to be delivered by the successful Operator to Transport Scotland within 21 days of contract award. The Mobilisation Plan shall detail the measures to be undertaken during the period prior to the Commencement of the Ferry Service to ensure that the quality of service proposed will be provided from the first day of the Ferry Service and throughout the Contract period.

12.2. The Mobilisation Plan must consider fully all operational, safety, commercial, managerial, financial and employment issues involved with the transition to commence the Ferry Service. Accordingly, the Mobilisation Plan must address, as a minimum:

- achievement of relevant safety certifications, passenger certifications and relevant authorisations for all aspects of the Ferry Service;
- handling of any crewing implications including job specification details for all employees required for the provision of the Ferry Service by the Operator;
- installation of a passenger, freight and livestock booking system by commencement date and establishing links with Traveline;
- consultation with user groups and relevant stakeholders during mobilisation;
- identification of all facilities (other than the Vessels) necessary for the provision of the Ferry Service;
- cooperative arrangements with *Serco Northlink Ferries* (SNF) and Transport Scotland concerning the timetable for taking over and honouring bookings for the Ferry Service made, and in respect of which payment, in whole or in part, may have been received by SNF.

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12.3. During the mobilisation period the Operator shall work closely with SNF who will cooperate fully with all reasonable requests during the mobilisation period.

12.4. Transport Scotland will have the right to monitor the Operator's progress on service mobilisation against the agreed Mobilisation Plan and the Operator shall provide, as a minimum (this may be increased at Transport Scotland's discretion), weekly reports to Transport Scotland on mobilisation progress during the period between Contract award and commencement of the Contract. Transport Scotland will have the right to be represented at meetings between the Operator, SNF and other interested parties including the MCA, Port Authorities and CMAL.

12.5. Where progress on mobilisation falls behind the requirements of the plan, or, the Operator becomes aware that a future key milestone cannot be met, Transport Scotland will have the right to require the Operator to produce proposals to rectify any delays/issues and to require the Operator to take whatever action is deemed necessary by Transport Scotland to address the problem.

12.6. Transport Scotland may request weekly meetings with the Operator to discuss the implementation of the Mobilisation Plan. The Operator shall accommodate all reasonable requests made by Transport Scotland in preparation for such meetings.

Transfer of Assets

12.7. A register of assets is provided in the Information Room. During the Mobilisation Period the Operator shall conduct an inventory of the asset register. The Operator shall be responsible for the maintenance of those assets from the Commencement Date and for the period of the Contract. The Operator shall also be responsible for the maintenance and accuracy of the asset register for the period of the Contract.

13. OPERATIONAL MANAGEMENT SYSTEM

13.1. The Operator must provide an Operational Management System, capable of managing, monitoring and reporting on the effective financial performance and operational delivery of the Ferry Service.

Monitoring and Reporting

13.2. The Operator must comply with the Performance Measures and reporting requirements detailed in Volume 3 Schedule 13. The Performance Measures address:

- Reliability of the Ferry Service;
- Punctuality of the Ferry Service;
- Compliance;
- Reporting (including financial performance);

- Customer complaints; and
- Smart Ticketing

Risk Management

13.3. The Operator shall ensure that it has in place adequate systems, procedures and controls for the assessment and management of risk in relation to the continued operation and delivery of the Ferry Service. This must include procedures for escalation of matters to Transport Scotland as appropriate. The Operator must, within 3 months of the Contract Commencement Date, produce a comprehensive risk register to be agreed with Transport Scotland and thereafter to be maintained by the Operator throughout the period of the Contract. The risk register must be refreshed periodically by the Operator to reflect ongoing risk and may be requested at any time by Transport Scotland.

Quality Management

13.4. The Operator must submit a final Quality Management Plan within 3 months of service commencement. This shall outline the entire Quality Management system and include details of how the quality system will be administered. The Operator shall appoint a named individual who shall have defined authority for establishing, maintaining and reporting on the Quality Management System.

Security Measures

13.5. The Operator must establish and maintain appropriate security systems, procedures and controls to ensure the safe carriage of passengers, freight and livestock which complies with all applicable regulatory and legislative requirements.

13.6. Transport Scotland, as a Cyber Catalyst under the Public Sector Cyber Resilience Action Plan, currently hold Cyber Essentials Plus accreditation. The Operator must implement cyber security and data handling arrangements which are comprehensive, robust, and aligned with relevant, proportionate standards, such as Cyber Essentials or an equivalent.

14. CONTRACT MANAGEMENT AND MONITORING

14.1. Transport Scotland's Contract Management Team will be responsible for day-to-day liaison with the Operator. The Operator shall attend meetings with Transport Scotland in accordance with the provisions of Volume 3 Draft Contract - Schedule 13. These meetings can be by audio or video conference if appropriate.

14.2. The Operator shall participate in regular meetings with Transport Scotland and a range of stakeholders, as directed by Transport Scotland, to discuss performance of the Contract.

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14.3. The Operator is required to provide information to Transport Scotland in line with the requirements detailed in Volume 3 Draft Contract - Schedule 13.

14.4. A set of Performance Measures will be used to regularly assess the Operator's performance. These can be found within Volume 3 Draft Contract - Schedule 13.

Monitoring and Audit

14.5. The Operator shall also be subject to audit by Transport Scotland (or Transport Scotland's appointed auditors). Transport Scotland will monitor the Operator's performance against the requirements of the Contract, and in so doing will conduct whatever audits and spot checks are required.

15. HEALTH AND SAFETY

15.1. The Ferry Service must be managed and operated in a manner that consistently provides the highest standards of health and safety.

15.2. The Operator shall ensure compliance with all applicable International Conventions, EU Council Directives and Regulations and ensure that relevant industry codes, guidance and requirements are fully satisfied. In particular, the Operator shall comply with all Merchant Shipping Legislation enforced by the MCA and shall ensure that the Vessels to be used on the Ferry Service - and all matters concerning their operation - comply with relevant UK and EU legislation. The Operator must comply with the requirements of the International Safety Management (ISM) Code.

15.3. The Operator must exhibit a robust health and safety policy, with a nominated individual who shall have defined authority for establishing, maintaining and reporting to Transport Scotland on health and safety. The Operator must also ensure there is a Board Level individual with overall responsibility for health and safety performance.

15.4. The Operator must consult annually with employees and the trade unions on the development, implementation and performance of its health and safety practices.

15.5. In carrying out all duties relating to shore-side activities, the Operator shall comply with all applicable rules and regulations, Codes of Practice and the Port Marine Safety Code.

15.6. In the event that the Contract is terminated, the Operator shall, in accordance with the terms and conditions of the Contract, make available to Transport Scotland all Ship Safety Management Systems and safety documentation to ensure the continuation of the Ferry Service.

16. ENVIRONMENTAL MANAGEMENT

16.1. The Ferry Service must be managed and operated in a manner that continuously ensures the highest standards of environmental management and the Operator shall consider innovative approaches to environmental management. The Operator shall ensure compliance with all applicable environmental legislation. The Operator shall maintain an effective, proactive environmental policy and regularly review its environmental performance following consultation with Transport Scotland.

16.2. The Operator shall nominate a dedicated individual who shall be responsible for environmental management. This nominated individual shall have defined authority for establishing, maintaining and reporting on environmental management to Transport Scotland.

16.3. The Operator shall from the Commencement Date, operate the Ferry Service in accordance with the following environmental objectives:

- effective pollution control;
- waste minimisation;
- effective pollution incident response;
- encouragement of sustainable procurement;
- encouragement for 'green' travel;
- minimising the generation of greenhouse gasses and carbon release.

16.4. The Operator shall cooperate with Transport Scotland on the compilation and publication of emissions information and the steps taken by the Operator to improve environmental performance.

17. EMERGENCY SERVICES

17.1. The Operator shall co-ordinate with Health, Coastguard, and Fire and Police services within the geographical network area to assist with emergency call-outs if required. The Operator shall agree any necessary contractual arrangements with the relevant authorities.

18. HANDOVER ASSISTANCE

18.1. The Operator shall cooperate fully with all reasonable requests (as determined by Transport Scotland) if and when another operator is appointed to take over the Ferry Service.

18.2. The Operator must provide, within 3 months of the Commencement Date, a draft Handover Assistance Plan which shall include or address the following matters:

- separate mechanisms for dealing with expiry and early termination, the provisions relating to early termination being prepared on the assumption that

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the Operator may be unable to provide the full level of assistance which is required by the provisions relating to expiry, and in the case of, early termination provision for the supply by the Operator of all such reasonable assistance as the Scottish Ministers shall require to enable the Scottish Ministers or its subcontractors to provide the Services;

- the management structure to be employed during both transfer and cessation of the Services, on expiry and early termination;
- a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of expiry or an early termination procedures to deal with requests made by the Transport Scotland;
- the activities required to enable Transport Scotland to re-tender for the provision of the Ferry Service;
- the activities necessary to support any replacement operator and arrangements for assisting Transport Scotland in carrying out any necessary due diligence relating to all or part of the Ferry Service;
- support for the replacement operator during the preparation of any relevant plan for the transition of the Ferry Service, including prior to and during such transition period;
- suitable arrangements for the escalation of issues to Transport Scotland, or an independent adjudicator, as appropriate to ensure the continuation of lifeline ferry services;
- the maintenance of a 'business as usual' environment during the Handover period; and
- all other necessary activities to support the preparation for, and execution of, a smooth and orderly Handover and transfer of all or part of the Ferry Service to either a replacement operator or Transport Scotland.

18.3. Transport Scotland shall provide to the Operator its comments on its submitted Handover Assistance Plan within 6 weeks of receipt. The Operator shall take into account the comments and instructions of Transport Scotland and shall issue the final version of the Handover Assistance Plan to Transport Scotland within 10 Working Days of instruction.

18.4. The Operator shall co-operate fully with any replacement operator during the handover period in accordance with the Handover Assistance Plan.

PART 2 DELIVERY PLANS

Package A - Operational Services Requirements

A1 Vessels Delivery Plan

A1.1 Participants shall provide a Vessels Delivery Plan.

A1.2 The Vessels Delivery Plan shall provide detailed proposals on the approach that Participants propose for the provision of Vessels to deliver the Ferry Services.

A1.3 The 5 existing Vessels are available for use by Participants. Participants proposing to use the existing fleet shall not be subject to the PASS / FAIL evaluation of V1 – V2 and need not provide any evidence in support of those requirements.

A1.4 Alternative vessels solutions will be evaluated as PASS / FAIL against the existing vessel specifications (contained in the Information Room) and requirements V1 – V2. The proposed alternative vessels must be at least equal to the specification and condition of the existing vessels including sufficient carrying capacity and ability to operate to the timetables, routes and requirements of the Ferry Services.

A1.5 For the avoidance of doubt, Participants proposing alternative vessels must respond to all requirements V1 – V3. Participants using existing vessels need only respond to V3.

A1 Vessels Delivery Plan (Volume 3 Reference – Schedule 4)

Pass/Fail (V1 – V2)
Only for Participants proposing alternative vessel solutions.

<p>Vessel Specification For Alternative Vessels</p>	<p>V1 Participants shall provide the following documentation for the alternative vessels:</p> <ul style="list-style-type: none"> a. Vessel classification and registration; b. general arrangement drawing; c. machinery arrangement drawing; d. passenger accommodation arrangement drawing; e. technical specification; f. tank capacity plan; g. station holding capability diagram; h. sea keeping calculations regarding accelerations and roll period; i. speed/power curves; j. drawing showing vessel berthed at Aberdeen, Kirkwall, Lerwick, Scrabster and Stromness harbours;
<p>Vessel Sourcing and Financing</p>	<p>V2 Participants shall provide proposals for the sourcing and financing of each alternative vessel, including:</p> <ul style="list-style-type: none"> a. source of funding (if applicable); b. any third party interests; c. terms on which the vessels are held by the operator, including any leasing arrangements (if applicable); and d. if relevant, any proposals for the transfer of the vessels to the Scottish Ministers at the conclusion of the contract.
	<p><i>Failure to PASS the requirements of V1-V2 will result in the Participant's tender being deemed non-compliant and removed from the competition as a result.</i></p>

All Participants must respond to V3.

(WEIGHTING: 10)

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A1 Vessels Delivery Plan (Volume 3 Reference – Schedule 4)

Requirements V3
For all Participants

<p>Vessel Maintenance (WEIGHTING: 10)</p>	<p>V3 Participants shall provide a Vessel Maintenance Programme to:</p> <ul style="list-style-type: none">a. capture material and substantial elements of Vessel maintenance and show how their implementation and programming will safeguard the provision, delivery and reliability of the Ferry Services; andb. include arrangements for periods of scheduled and unscheduled maintenance.
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A2 Passenger, Vehicle and Freight Demand Management

Delivery Plan

(WEIGHTING: 20)

A2.1 Participants shall provide a Passenger, Vehicle and Freight Demand Management Delivery Plan.

A2.2 The Provisions for Passenger, Vehicle and Freight Demand Management Delivery Plan must include Participant's proposals on the approach for the demand management and transport of passengers, vehicles, freight, Livestock and Dangerous Goods. For the Delivery Plan to be compliant, Participants must address the requirements of DM1, DM2 and DM3 below.

A2.3 Participants must provide details of their projected carryings. Current carryings data is provided in the information room

A2.4 Participants must provide effective and efficient measures to ensure appropriate demand management for the period of the Contract.

A2 Passenger, Vehicle and Freight Demand Management Delivery Plan (Volume 3 Reference – Schedule 18)

Requirement	
Passengers and Vehicles (WEIGHTING: 7.5)	DM1 Participants to provide details for the efficient transport of passengers and vehicles including effective and appropriate measures for demand management for the period of the Contract. Responses should include all arrangements (including terms and conditions of carriage) for the full, safe and expedient embarkation, transport and disembarkation of passengers and vehicles.
Freight (including Time Sensitive Freight and Dangerous Goods) (WEIGHTING: 7.5)	DM2 Participants to provide details for the efficient transport of freight on the Ro-Pax and Ro-Ro Vessels including effective and appropriate measures for demand management for the period of the Contract. This should include details on how the Participant shall safely plan, load, transit and unload the Participant's forecasted volume of freight including Time Sensitive Freight, General Freight and Dangerous Goods (including terms and conditions of carriage).
Livestock (WEIGHTING: 5)	DM3 Participants to provide proposals for the safe and effective transport of Livestock in accordance with the Specification of Requirements including effective and appropriate measures for demand management (including terms and conditions of carriage) for the period of the Contract. This should include details on how the Participant shall safely plan, load, transit and unload Livestock. Participants shall describe how they will ensure maximum safety and Livestock welfare at all times.

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A3 Passenger Facilities Delivery Plan

(WEIGHTING: 5)

A3.1 Participants shall provide a Passenger Facilities Delivery Plan.

A3.2 The Passenger Facilities Delivery Plan shall provide detailed proposals on the approach that Participants propose to support the delivery of the Ferry Services through the provision of passenger facilities.

A3 Passenger Facilities (Volume 3 Reference – Schedule 19)

Requirement	
Passenger Facilities (Ferry Terminal) (WEIGHTING: 1.5)	PF1 Participants to provide proposals for passenger facilities, including but not limited to: <ol style="list-style-type: none"> a. passenger waiting rooms (including seating, toilets, and disability facilities); b. arrangements for receiving, securing, holding and returning “left luggage”; c. real time information boards; d. passenger access provisions to board Vessels; e. vehicle marshalling spaces (car, coach and HGV); and f. longer term parking areas (car, coach and HGV along with any restrictions, charges and time constraints).
Passenger Facilities (Vessels) (WEIGHTING: 2)	PF2 Participants to provide proposals for passenger facilities, including but not limited to: <ol style="list-style-type: none"> a. Wi-Fi capability; b. passenger information; c. media screens; d. arrangements for transport of passengers’ pets; and e. interior design, including furnishings and lighting.
Passenger Facilities (Catering) (WEIGHTING: 1)	PF3 For each route, Participants must provide a Plan for catering at the port or harbour and/or on board the Vessels to show (if and where applicable or proposed): <ol style="list-style-type: none"> a. the facilities proposed for self-service drinks and snacks not requiring site preparation; b. self-service hot and cold food; c. table service hot food (with a description of the nature of the table service);

A3 Passenger Facilities (Volume 3 Reference – Schedule 19)

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Requirement	
	d. the source of produce from small and medium enterprises, in particular fresh produce.
Passenger Facilities (Retail) (WEIGHTING: 0.5)	PF4 Participants to indicate proposals for generating and managing retail and gaming/entertainment services. For each route, provide a Plan for retail services at the port or harbour and/or on board the Vessels to show: a. range of products to be retailed and/or services to be provided; b. the original source of products, in particular craft products; c. use of products to be sourced from small and medium enterprises. Responses that do not include all the elements within the response guidance may be considered non-compliant.

A4 Ports and Harbour Logistics Delivery Plan

(WEIGHTING: 2.5)

A4.1 Participants shall provide a Ports and Harbour Logistics Delivery Plan.

A4.2 The Ports and Harbour Logistics Delivery Plan shall provide detailed proposals on the approach that Participants propose to effectively operate at the Ports and Harbours.

A4.3 General information on the Harbours is listed in the information room. Participants shall liaise with the respective Harbour Authorities (as listed at 6.2 of this Volume 2) in the development of this Delivery Plan.

A4 Ports and Harbour Logistics (Volume 3 Reference Schedule 5)

Requirement

Ports and Harbour Logistics (WEIGHTING: 2.5)	<p>PH1 Participants to describe operations that are to be undertaken at each Harbour in relation to the following points. Participants must clearly detail whether the tasks shall be undertaken by the Harbour Authority or the Participant themselves.</p> <ul style="list-style-type: none"> • Mooring (Vessels) • Ticket Office • Operate PAS • Operate Linkspan • Waste Disposal - Oil • Waste Disposal - Other • Provision and maintenance of CCTV • Gangways • Foul water disposal • Supply Fresh Water • Supply and Storage of Lub Oil • Bunkering • Storage of Fuel • Operating Ticket Office • Inform Harbour Authority when slipway cleaning required • Car Marshalling • Receiving stores • Nightwatchman • Staff parking • Loose Freight Services <p><i>Responses that do not include all the elements above may be considered non-compliant.</i></p>
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A5 Marketing and Sales Delivery Plan

(WEIGHTING: 10)

A5.1 Participants shall provide an outline Marketing and Sales Plan which sets out a clear sales strategy for the Contract Period.

A5.2 The Marketing and Sales Delivery Plan shall provide detailed proposals on the approach that Participants propose to support the marketing of the Ferry Services.

A5.3 Participants should note that the Fare Tariff and Timetable are set by the Scottish Ministers and subject to annual review and revision (Volume 3 – Draft Contract and Schedules, Schedule 7).

A5 Marketing and Sales (Volume 3 Reference – Schedule 7)

Requirement	
Marketing and Sales (WEIGHTING: 5)	<p>MS1 Participants to provide proposals for marketing the Ferry Services, including:</p> <ul style="list-style-type: none"> a. arrangements for publicising the Ferry Services and charges applicable (including the range of media channels to be deployed); b. co-operation with complementary tourism and economic services provided by local businesses; c. ticketing arrangements to honour all tickets sold by the incumbent operator and the arrangements on termination to pass on to the successor Operator all receipts from outstanding bookings d. and provision of marketing and promotional events.
Booking Systems (WEIGHTING: 3)	<p>MS2 Participants to provide proposals for ticketing and booking arrangements, including an online booking system and any arrangements with local outlets and travel agents etc. Participants must provide details of the central information and reservations system to be implemented, describing how it shall be fit for ferry users' purpose also.</p>
Smart Ticketing (WEIGHTING: 2)	<p>MS3 Participants should note that a key part of the ticketing provision for the next Northern Isles Ferry Service (NIFS) contract will revolve around ITSO Smart and integrated ticketing, booking facilities, and the generation of data which can be used for the development and operational improvement of the Ferry Services.</p> <p>Participants are expected to set out their approach and programme with clearly defined and dated milestones for the development, and implementation of a comprehensive ITSO Smart and integrated ticketing system for the Contract to deliver the Stage 1 and Stage 2 requirements as stated at section 7, Volume 2, Specification of Requirements. Participants shall also:</p> <ul style="list-style-type: none"> • detail initiatives targeting existing foot passengers and initiatives designed to attract new users and retain them as repeat customers. • set out any barriers, actual or perceived, to Smart uptake, their proposed solutions and their likely impact.

A6 Customer Care and Accessibility Delivery Plan

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(WEIGHTING: 12.5)

A6.1 Participants shall provide a Customer Care and Accessibility Delivery Plan to indicate the degree of accessibility for each harbour, ferry or route.

A6.2 The Customer Care and Accessibility Delivery Plan shall provide detailed proposals on the approach that Participants propose to support the delivery of the Ferry Services through the provision of detailed customer care and accessibility systems, procedures and processes.

A6 Customer Care and Accessibility (Volume 3 Reference –Schedule 9)

Requirement	
Customer Care (WEIGHTING: 4)	<p>CCA1 Participants to provide proposals for a caring environment at the several stages of customer involvement, to include:</p> <ol style="list-style-type: none"> a. ticket sales; b. advice on sailing status; c. availability of on board services; d. availability of on-shore facilities; e. care of stranded passengers; f. journey experience; g. customer services for disabled persons; h. customer satisfaction surveys on all facilities; i. post journey incidents.
Customer Complaints Process (WEIGHTING: 3.5)	<p>CCA2 Participants to provide proposals for a Customer Complaints Process to include:</p> <ol style="list-style-type: none"> a. receipt and recording of customer feedback; b. assessment of complaints, including quality management of process; c. scheme for restitution; d. reports back to customer within acceptable timescales; e. review of decisions; f. appeals process; and f. collection of aggregated casework records, analysis and performance reporting to Ministers and as a public annual report.
Accessibility (WEIGHTING: 5)	<p>CCA3 Participants to provide proposals for optimising accessibility to the Ferry Services for disabled persons, those with additional needs, elderly passengers and those travelling with young children, to include:</p> <ol style="list-style-type: none"> a. staff training; b. information dissemination through timetable and booking reservation systems;

A6 Customer Care and Accessibility (Volume 3 Reference –Schedule 9)

Requirement

- c. Accessibility Information System;
- d. Vessel facilities; and
- e. Harbour facilities.

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Package B – Services Management and Systems

B1 Human Resources, Training and Key Personnel Delivery Plan

(WEIGHTING: 20)

B1.1 Participants shall provide a Human Resources, Training and Key Personnel Delivery Plan which sets out a clear strategy for the Contract Period.

B1.2 Mindful of the Scottish Government’s approach to workforce policies as detailed in section 11 of this Volume 2 Specification of Requirement and as a socially responsible employer, Participants shall describe how they propose to commit to being a best practice employer in the delivery of the Contract. Where Participants propose changes to current practices these must be detailed with a statement setting out how the Participant intends to bring the change about and provide satisfactory evidence that this will not adversely affect safety and performance. Participants will wish to consider negotiations which may be required with the Trade Unions representing the existing workforce.

B1.3 The Human Resources, Training and Key Personnel Delivery Plan shall provide detailed proposals on the approach that supports the Participant’s commitment to being a best practice employer. This will include proposals for staffing, remuneration and employee relations, training, development and Key Personnel.

B1 Human Resources, Training and Key Personnel Delivery Plan (Volume 3 Reference – Schedule 20)

Requirement	
Staffing, Remuneration and Employee Relations (WEIGHTING: 2)	HR1 Participants to provide proposals on the numbers and levels of staff required to provide the Ferry Services, including an outline organisational staffing structure diagram showing lines of responsibility.
(WEIGHTING: 2.5)	HR2 Participants to provide details of their approach to crewing, including: <ol style="list-style-type: none"> crew configurations and numbers per sailing; crew/passenger ratios and passenger certificate numbers throughout the year; shift patterns to be adopted.

B1 Human Resources, Training and Key Personnel Delivery Plan (Volume 3 Reference – Schedule 20)

Requirement	
(WEIGHTING: 2.5)	HR3 In order to ensure the highest standards of service quality in this contract, the Scottish Ministers expects the Operator to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package as described at (section 11, Volume 2, Specification of Requirements). Participants to provide details of how they will commit to fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract.
(WEIGHTING: 2.5)	HR4 Participants to set out and demonstrate a commitment to foster constructive relationships with trade unions, listing proposals on how they will engage with, and understand the attitudes of, their employees.
(WEIGHTING: 2)	HR5 Participants to demonstrate proactive steps to eliminate discrimination and to promote equality amongst their organisation.
Recruitment, Training and Development (WEIGHTING: 2)	HR6 Participants to provide proposals for links with organisations engaged in running active labour market programmes in order that young, mature and long-term unemployed people may benefit from employment opportunities.
(WEIGHTING: 2.5)	HR7 Participants to provide proposals to ensure that there will be sufficient numbers of appropriately trained staff to deliver the Ferry Services for the duration of the contract, including: <ul style="list-style-type: none"> a. outline training programmes – including additional training and qualifications required for existing/transferring employees to be engaged on the Ferry Services; an induction programme for all staff and a rolling refresher programme of training in customers' diverse needs; b. commitment to becoming 'Investors in People' (IIP) accredited (if not already) and continue throughout the life of the Contract Period to work towards the highest level of IIP; c. provision of UK officer cadets and ratings apprenticeship and trainee schemes; d. a programme of mental health training for seafarer and shore-based staff including similar arrangements for subcontractors; and e. support for trade union learning activity.
Key Personnel (WEIGHTING: 2)	HR8 Participants to provide an organisation chart (organogram) detailing responsibilities and reporting lines of Key Personnel who will oversee the delivery of the Ferry Services. Participants to provide a supporting schedule covering the roles, duties and qualifications of the Key Personnel.
Pensions (WEIGHTING: 2)	HR9 Participants must submit tenders which, in respect of any staff who may transfer by virtue of TUPE or otherwise (Transferring Employees) and any employees who are assigned to the Northern Isles Ferry Service (Assigned Employees), align with the principles set out in respect of Transferring Employees in:

**B1 Human Resources, Training and Key Personnel Delivery Plan (Volume 3
Reference – Schedule 20)**

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- HM Treasury 2013 Fair Deal for Staff Pensions, Staff Transfer from Central Government; and

- The statement of practice by the Government Actuary on the assessment of broad comparability of pension rights.

The Operator will be required to provide retirement and life assurance benefits under the existing schemes for Transferring Employees and Assigned Employees, or schemes which are broadly comparable to those currently provided to Transferring Employees under: Serco Pension and Life Assurance Scheme, Ensign, Merchant Navy Ratings Group Pension Plan, Seafarer AES, Seafarer NEST, Serco Stakeholder and Serco AES.

Tenders will be regarded as compliant which (as appropriate) envisage the provision of such benefits under SPLAS (Serco Pension and Life Assurance Scheme), Ensign, Merchant Navy Ratings Group Pension Plan, Seafarer AES, Seafarer NEST, Serco Stakeholder and Serco AES or one or more alternative arrangements nominated by the relevant Participant which provide broadly comparable benefits.

Participants to detail their proposals for pension provision in accordance with this HR9.

B2 Mobilisation Delivery Plan

(WEIGHTING: 5)

B2.1 Participants shall provide a Mobilisation Delivery Plan, which shall contain detailed proposals on the approach that Participants propose to support the delivery of the mobilisation of the Ferry Services. This will include proposals for the activities, preparation and initiation of the Ferry Services on the Commencement Date.

B2.2 The Mobilisation Delivery Plan will include a programme (which will form part of the final Mobilisation Plan to be agreed with Transport Scotland within 10 working days of the mobilisation date) and provide a timetable of critical milestones to ensure that the Ferry Services can operate on the Commencement Date and ensure that the quality of service proposed will be provided from the first day of the Ferry Services and throughout the Contract period.

B2 Mobilisation Delivery Plan (Volume 3 Reference – Schedule 6)

Requirement	
Programme (WEIGHTING: 2)	M1. Participants to provide a detailed programme with estimated dates for achievement of key milestones setting out a structured list of all activities, contracts, leases, approvals, certification, consents, insurances etc. that are necessary to facilitate the implementation of Services on the commencement date. The programme will consider fully all operational, safety, commercial, managerial, financial and employment issues.
Management Process (WEIGHTING: 1)	M2. Participants to provide details of the project management process that shall be used to ensure successful delivery of the Mobilisation Plan.
Risks and Mitigation (WEIGHTING: 2)	M3. Participants to identify and set out any risks to successful mobilisation with appropriate mitigation proposed.

B3 Operational Management System Delivery Plan

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(WEIGHTING: 5)

B3.1 Participants shall provide an Operational Management Delivery Plan.

B3.2 The Operational Management Delivery Plan shall provide detailed proposals on the approach that Participants propose to support the effective management of the Ferry Services.

B3 Operational Management System Delivery Plan (Volume 3 Schedule 8)

Requirement	
Operating Management Methodology (WEIGHTING: 2)	OMS1 Participants to provide an Operational Management Methodology, detailing the process to be adopted to control management of the Service. This must include how Participants shall satisfy the requirements of the Performance Measures and reporting regime detailed in Volume 3 Schedule 13. Participants may propose additional performance measurement tools but must outline their approach to comply with Volume 3 Schedule 13.
Quality Management Methodology (WEIGHTING: 2)	OMS2 Participants to provide a draft Quality Management Plan, including but not limited to: a. an annotated chart of the Participant's quality management process detailing command and communication between all relevant parties; b. detailed description of the Participant's Quality Control Procedures.
Security (WEIGHTING: 1)	OMS 3 Participants to provide details of how they will establish and maintain appropriate security systems, procedures and controls to ensure the safe carriage of passengers, freight and livestock which complies with all applicable regulatory and legislative requirements.

B4 Health & Safety Delivery Plan

(WEIGHTING: 2.5)

B4.1 Participants shall provide a Health and Safety Delivery Plan.

B4.2 A comprehensive approach to Health and Safety, and diligent environmental management, are priorities for Scottish Ministers and vital to the Ferry Services. The Health & Safety Delivery Plan shall provide detailed proposals on the approach that Participants propose to ensure a robust approach to Health and Safety.

B4 Health and Safety Delivery Plan (Volume 3 Reference – Schedule 21)

Requirement

Health and Safety Systems (WEIGHTING: 1.5)	HSE1 Demonstrating a robust and comprehensive approach to Health and Safety, Participants to provide proposals detailing their health and safety policy, systems and procedures. Participants should outline their steps to satisfy all statutory requirements and exhibit a best practice approach to Health and Safety addressing all of the following: <ol style="list-style-type: none"> a. listing of the statutory requirements that the participant considers shall be met; b. details of the health and safety management system to meet statutory requirements including monitoring and benchmarking activities; c. details of how compliance with the plan will be monitored; d. the name of the individual responsible for all health and safety matters; e. organisational structure of the management of health and safety, including the Board Level person responsible for the conduct of health and safety performance; and f. proposals for consulting with employees and the trade unions on the development, implementation and performance of the plan.
Zero Accident Culture (WEIGHTING: 1)	HSE2 Proposals for developing a zero accident culture during the provision of the Services. The proposal should include metrics to measure performance.

B5 Environmental Management Delivery Plan

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(WEIGHTING: 2.5)

B4.1 Participants shall provide an Environmental Management Delivery Plan.

B5.1 A comprehensive approach to diligent environmental management is a priority for Scottish Ministers and vital to the Ferry Services. The Environmental Management Delivery Plan shall provide detailed proposals on the approach that Participants propose to ensure a robust approach to Environmental Management.

B5 Environmental Management Delivery Plan (Volume 3 Reference – Schedule 22)

Requirement

Environmental Management System (WEIGHTING: 2.5)	EM1 Participants to provide proposals for a comprehensive approach to Environmental Management. Participants should detail their environmental management policy, systems and procedures. Participants should outline their steps to satisfy all statutory requirements and exhibit a best practice approach to environmental management. This should incorporate effective mitigation of the environmental impact of the Service both onshore and at sea and to minimise the effect on marine life and secure the health and protection of marine mammals.
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B6 Stakeholder and Community Engagement Delivery Plan

(WEIGHTING: 5)

B6.1 Participants shall provide a Stakeholder and Community Engagement Delivery Plan.

B6.2 The Stakeholder and Community Engagement Delivery Plan shall provide detailed proposals on the approach, rationale and Contractual Obligations that Participants propose to ensure a robust approach to Stakeholder and Community Engagement.

B6 Stakeholder and Community Engagement Delivery Plan (Volume 3 Reference – Schedule 23)

Requirement

Stakeholder and Community Engagement (WEIGHTING: 2.5)	SCE 1. Participants to provide proposals for community and stakeholder engagement, including but not limited to: <ol style="list-style-type: none"> a. Ferry Services consultation with representatives of local authorities and regional transport partnerships; b. local community liaison with representatives of Ferry Services users and the public; c. agriculture, hauliers, seafood and tourism sectors; and d. support for local events.
Involvement of Supported Businesses and SMEs (WEIGHTING: 2.5)	SCE 2. Participants to provide proposals for the involvement of Supported Businesses and Small and Medium Enterprises (SMEs), including but not limited to: <ol style="list-style-type: none"> a. the proposed person who shall have defined authority for establishing, maintaining and reporting on the opportunities for purchasing supplies or services from Supported Businesses and SMEs; b. outline opening proposals for engaging with Supported Businesses and SMEs where their involvement may provide the opportunity to improve the efficiency, economy and quality of the Services..