



SPECIFYING FORS IN PROCUREMENT CONTRACTS

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Responsible Fleet Operations contractual clauses

For Responsible Fleet Operations to be accepted and included as part of supplier contracts, the approach and requirements need to be flexible, accessible and manageable to encourage widespread uptake.

To help procurement professionals include Responsible Fleet Operations as part of Responsible Procurement initiatives, FORS has developed a series of contractual options. The options range from requiring the demonstration of Responsible Fleet Operations through non-scheme specific independent audit through to specifying FORS exclusively to simplify compliance monitoring.

Procurement and commercial professionals can choose the option that best suits their organisation.

Option 1 - Responsible Fleet Operations through independent audit

Option 1 is a non-FORS specific clause. It details the responsible fleet operations requirements to be achieved by the supplier but does not specify how the requirements should be achieved.

- 1.1 For the purposes of **Clauses 1.2** of this [Contract], the following expressions shall have the following meanings:

“Bus”	Vehicles comprising more than 16 seats in addition to the driver's seat operating on scheduled passenger services
“Coach”	Vehicles comprising more than 16 seats in addition to the driver's seat operating on non-scheduled passenger services
“Delivery and Servicing Vehicle”	A lorry or van
“MAM”	The maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road
“Minibus”	Vehicles comprising more than eight seats in addition to the driver's seat, and having a MAM not exceeding 5,000 kilograms
“Passenger Carrying Vehicle”	A bus, coach or minibus
“Lorry”	A vehicle with an MAM exceeding 3,500 kilograms
“Van”	A vehicle with a MAM not exceeding 3,500 kilograms

Responsible Fleet Operations

- 1.2 Where the [Service Provider] operates delivery and servicing or passenger carrying vehicles to provide the services, it shall within 90 days of the contract commencement date and annually throughout the duration of the contract demonstrate, through independent audit and to the satisfaction of the [Authority], that any road transport operation used to provide the services is managed:
- 1.2.1 To ensure a baseline level of compliance against all regulatory requirements relevant to the road transport operation; and
 - 1.2.2 In a way that it minimises risk to other road users, environmental impact and road network disruption.

Self-certification of compliance

Failure to Comply

- 1.3 Where the [Service Provider] operates delivery and servicing vehicles to provide the [Services], within 90 days of the commencement date, the [Service Provider] shall make a written report to the [Authority] detailing its compliance with **Clause 1.2**, of this [Contract] (the “self-certification report”). The [Service Provider] shall provide updates of the self-certification report to the [Authority] on each three month anniversary of its submission of the initial self certification report.

Obligations of the [Service Provider] regarding subcontractors

- 1.4 The [Service Provider] shall ensure that those of its subcontractors that operate lorries and/or vans to provide the [Services] comply with **Clause 1.2** [Contract] as if those subcontractors were a party to this [Contract].
- 1.5 Without limiting the effect of any other clause of this [Contract] relating to termination, if the [Service Provider] fails to comply with **Clause 1.2**:

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- 1.5.1 the [Service Provider] has committed a material breach of this [Contract]; and
- 1.5.2 the [Authority] may refuse the [Service Provider], its employees, agents and delivery and servicing vehicles entry onto any property that is owned, occupied or managed by the [Authority] for any purpose (including but not limited to deliveries).

Option 2 - Responsible Fleet Operations through FORS or alternative scheme

Option 2 is a FORS specific clause but provides the opportunity for alternative schemes to be recognised as the independent audit body. This approach is adopted by Transport for London, London Boroughs and other authorities.

- 1.1 For the purposes of **Clauses 1.2** of this [Contract], the following expressions shall have the following meanings:

“Bronze accreditation”	The minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Bus”	Vehicles comprising more than 16 seats in addition to the driver's seat operating on scheduled passenger services
“Coach”	Vehicles comprising more than 16 seats in addition to the driver's seat operating on non-scheduled passenger services

“Delivery and Servicing Vehicle”	A lorry or van
“MAM”	The maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road
“Minibus”	Vehicles comprising more than eight seats in addition to the driver's seat, and having a MAM not exceeding 5,000 kilograms
“Passenger Carrying Vehicle”	A bus, coach or minibus
“Driver”	Any employee of the [Service Provider] (including an agency or contracted driver), who operates delivery and servicing vehicles on behalf of the [Service Provider] while delivering the [Services]
“FORS”	The Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating vehicle fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance
“FORS Standard”	The standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk

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“Gold accreditation”	The highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	A vehicle with an MAM exceeding 3,500 kilograms
“Silver accreditation”	The intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	A vehicle with a MAM not exceeding 3,500 kilograms

Responsible Fleet Operations

- 1.2 Where the [Service Provider] operates delivery and servicing or passenger carrying vehicles to provide the [Services], it shall within 90 days of the contract commencement date:
- 1.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the [Authority] is an acceptable substitute to FORS (the “Alternative Scheme”);
and
 - 1.2.2 (unless already accredited) have attained the standard of Bronze accreditation (or higher), or the equivalent within the alternative scheme, and shall maintain the standard of Bronze accreditation (or equivalent standard within the alternative scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the alternative scheme. Alternatively, where the [Service Provider] has attained Silver or Gold accreditation, these accreditations shall be maintained in accordance with the periods set out in the FORS Standard.

Self-Certification of compliance

- 1.3 Where the [Service Provider] operates delivery, servicing or passenger carrying vehicles to provide the [Services], within 90 days of the commencement date, the [Service Provider] shall make a written report to the [Authority] detailing its compliance with **Clause 1.2**, of this [Contract] (the “self-certification report”). The [Service Provider] shall provide updates of the

Failure to comply

self-certification report to the [Authority] on each three month anniversary of its submission of the initial self-certification report.

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Obligations of the [Service Provider] regarding subcontractors

- 1.4 The [Service Provider] shall ensure that those of its subcontractors that operate lorries and/or vans to provide the [Services] comply with **Clause 1.2** [Contract] as if those subcontractors were a party to this [Contract].
- 1.5 Without limiting the effect of any other clause of this [Contract] relating to termination, if the [Service Provider] fails to comply with **Clause 1.2**:
- 1.5.1 the [Service Provider] has committed a material breach of this [Contract]; and
 - 1.5.2 the [Authority] may refuse the [Service Provider], its employees, agents and delivery and servicing vehicles entry onto any property that is owned, occupied or managed by the [Authority] for any purpose (including but not limited to deliveries).

Option 3 - Responsible Fleet Operations through FORS

Option 3 is a FORS specific clause that may be adopted by contracting bodies and principal (Tier 1) suppliers that are not subject to public procurement requirements and can be specific about FORS accreditation.

1.1 For the purposes of **Clauses 1.2** of this [Contract], the following expressions shall have the following meanings:

“Bronze accreditation”	The minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.forsonline.org.uk
“Bus”	Vehicles comprising more than 16 seats in addition to the driver's seat operating on scheduled passenger services
“Coach”	Vehicles comprising more than 16 seats in addition to the driver's seat operating on non-scheduled passenger services
“Delivery and Servicing Vehicle”	A lorry or van
“MAM”	The maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road
“Minibus”	Vehicles comprising more than eight seats in addition to the driver's seat, and having a MAM not exceeding 5,000 kilograms

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“Passenger Carrying Vehicle”	A bus, coach or minibus
“FORS”	The Fleet Operator Recognition Scheme (FORS) is a voluntary scheme for fleet operators. Its purpose is to raise the level of quality within fleet operations, and to demonstrate which operators are achieving the Standard
“FORS Standard”	The standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold accreditation”	The highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.forsonline.org.uk
“Lorry”	A vehicle with an MAM exceeding 3,500 kilograms
“Silver accreditation”	The intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	A vehicle with a MAM not exceeding 3,500 kilograms



Responsible Fleet Operations

1.2 Where the [Service Provider] operates delivery and servicing or passenger carrying vehicles to provide the [Services], it shall within 90 days of the contract commencement date:

1.2.1 (unless already registered) register with FORS; and

1.2.2 (unless already accredited) have attained the level of Bronze accreditation (or higher).

Where the [Service Provider] has attained Silver or Gold accreditation, these

accreditations shall be maintained in accordance with the periods set out in the FORS Standard.

Self-Certification of compliance

Failure to comply

- 1.3 Where the [Service Provider] operates delivery and servicing vehicles to provide the [Services], within 90 days of the commencement date, the [Service Provider] shall make a written report to the [Authority] detailing its compliance with **Clause 1.2**, of this [Contract] (the “self-certification report”). The [Service Provider] shall provide updates of the self-certification report to the [Authority] on each three month anniversary of its submission of the initial self-certification report.

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Obligations of the [Service Provider] regarding subcontractors

- 1.4 The [Service Provider] shall ensure that those of its sub-contractors that operate lorries and/or vans to provide the [Services] comply with **Clause 1.2** [Contract] as if those subcontractors were a party to this [Contract].
- 1.4 Without limiting the effect of any other clause of this [Contract] relating to termination, if the [Service Provider] fails to comply with **Clause 1.2**:
- 1.5.1 the [Service Provider] has committed a material breach of this [Contract]; and
- 1.5.2 the [Authority] may refuse the [Service Provider], its employees, agents and delivery and servicing vehicles entry onto any property that is owned, occupied or managed by the [Authority] for any purpose (including but not limited to deliveries).

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