Specification

The Driver and Vehicle Licensing Agency (DVLA)

Landscaping and Grounds Maintenance Contract

**Framework Reference:** RM 6264

**Contract Reference:** PS/23/26

**Version: V1.0**

1. **Introduction 3**
2. **Background to the Requirement 3**
3. **Procurement Timetable 4**
4. **Scope 4**
5. **Implementation and Deliverables 5**
6. **Specifying Goods and / or Services 6**
7. **Sustainability 12**
8. **Key Performance Indicators (KPIs) 13**
9. **Contractual Performance Management and Reporting 14**
10. **Social Value 15**
11. **Reportable Incidents 15**
12. **Documentation 16**
13. **Contract Mobilisation 16**
14. **Other Requirements 18**
* Health & Safety
* Diversity & Inclusion
* Business Continuity
* Mitigating the Risk of Modern Slavery
* Information and Security
* Use of Buyer’s Brands, Logos & Trademarks
* Delivery Instructions – Goods Inwards
1. **Management and Contract Administration 23**
2. **Payment 24**
3. **Arrangements for End of Contract 24**
4. **Contract Duration 24**
5. **Response Evaluation 25**
6. **Evaluation Criteria and Scoring Methodology 25**

**Annex 1 – Evaluation Criteria 27**

## 1. Introduction

1.1 In accordance with the terms and conditions of Crown Commercial Services (CCS) RM6264 Facilities Management and Workplace Services (DPS) the Driver and Vehicle Licensing Agency (the Buyer) invites proposals for the following provision of Landscaping and Grounds Maintenance Services.

## 2. Background to the Requirement

2.1 The Buyer is an Executive Agency of the Department for Transport (DfT), based in Swansea. The Buyer’s primary aims are to facilitate road safety and general law enforcement by maintaining accurate registers of drivers and vehicle keepers and to collect Vehicle Excise Duty (VED).

2.2 In March 2005 the Buyer entered a 20-year PFI Contract for the refurbishment of the estate and the provision of facilities management (“FM”) services. The overarching PFI agreement will expire on 31st March 2025.

2.3 The Buyer requires a Landscaping and Grounds Maintenance Service provider from the point of exit commencing 1st April 2025 across the Buyer’s Swansea estate, comprising of Morriston, Swansea Vale and Ty Felin and Ty Forest in Fforestfach. The Buyer requires bidders to provide innovative proposals in response to this Specification to assist the Buyer’s strategy of providing modern services across all their services.

2.4 The Buyer requires a Landscaping and Grounds Maintenance Service provider to provide a service 24/7, 365 days a year, for an initial 3-year Contract term with the 4option to extend on a +1-year, +1-year basis, as detailed within the requirement in Section 6. The services listed within this section, outline the innovative, proactive, and preventative measures expected.

**Building Scale and Locality**

2.5The Buyer’s Swansea estate consists of three sites: Morriston, Swansea Vale and Fforestfach. External grounds plans is be included as supporting documentation in Annex O – Maps & Aerial Views of DVLA Sites. Each Buyer Premises address is listed in Section 14 – Other Requirements.

1. The Buyer’s main site, Morriston, is a 26-acre site, comprising seven main buildings and several smaller and subsidiary buildings. There are also three large staff parking areas including one multi-storey facility, alongside multiple smaller parking areas and other green spaces.
2. Swansea Vale is a 7-acre site consisting of three buildings. There are also two main car parks and areas of green space. This site is split in two; -
	* + 1. Richard Ley Development Centre and the Innovation Facility, and
			2. Contact Centre

2.5.3 Ty Felin & Ty Forest, Fforestfach is a 6-acre site consisting of two main buildings with a green space perimeter.

2.5.4 Velindre park & ride facility – this will require access point and turning circle ice and snow clearance (defined area identified in Annex P - Snow Clearing and Gritting Maps), and weed and vegetation management only (defined area identified in Annex O – Maps & Aerial Views of DVLA Sites)

## 3. Procurement Timetable

3.1 The timetable for this procurement is set out in the Invitation to Quote (ITQ). The timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

3.2 Suppliers will be informed if changes to the timetable are necessary.

3.3 The key dates for this procurement (Timetable**)** are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue ITQ | 13th March 2024 |
| Site Visit | 20th March 2024 |
| Deadline for Clarification Questions | 27th March 2024 |
| Tender Closing Date  | 12th April 2024 |
| Evaluation Period | 16th April – 19th April 2024 |
| Letter of intent / Outcome letters | 24th April 2024 |
| Standstill period closes | 24th April – 8th May 2024 |
| Contract Award  | 2nd October 2024 |
| Contract Commencement | 1st April 2025 |

## 4. Scope

4.1 The following requirements and Standards shall apply to this Service:

4.2 The Buyer requires a Supplier to provide a Landscaping and Grounds Maintenance Service, including all trees, hedges and fencing, and snow clearance and gritting across its Swansea estate, comprising of Morriston, Swansea Vale, Fforestfach - Ty Felin and Ty Forest.

4.3 The Buyer requires the Supplier to provide an innovative proposal in response to this Specification which will assist the Buyer’s strategy of providing modern services and premises for the Buyer workforce.

4.4 The Supplier must detail their understanding of the scope of the requirement and provide a proposal which sets out their approach to delivering the services, previous experience, and capability.

4.5 The Supplier shall work collaboratively with the Buyer and identify opportunities in relation to delivering the Services; with an annual service and innovation plan submitted three [3] months prior to commencement of each Contract Year.

 4.6 During the term of the Contract all changes to the scope of this Contract will be dealt with by Change Control/Contract Variation.

4.7 The Buyer requires the Landscaping and Grounds Maintenance Service to commence from (01/04/2025). This must be preceded by an implementation / mobilisation plan and delivery of a phasing period (expected to be 3 months), working in collaboration with the incumbent Supplier prior to Contract commencement to ensure ongoing service delivery during Contract transition.

4.8 The Supplier will be responsible for ensuring all activities and Services are fully compliant with all emergency legislation implemented during national crisis and best practice guidelines issued by HM Government.

4.9 The Supplier will indemnify the Buyer against all losses where any failure of the company’s product/service and/or its acts or omissions, with regards to health and safety, results in economic penalty, time delay, issue, accident/incident or claim against the Buyer.

4.10 The Supplier shall, upon commencement of the Contract Mobilisation Period and within 90 days, acknowledge, agree and confirm that it will have conducted its own analysis of the data provided and undertaken its own review of the Buyer’s Assets and satisfied itself as to the accuracy, completeness and fitness for purpose of all such Disclosed Data upon which it places reliance; and

4.11 The Supplier shall not be entitled to make claim after 90 days against the Buyer whether in Contract, or tort under Statute or otherwise for damages, or for additional payments under this agreement.

## 5. Implementation and Deliverables

5.1. The Specification is made up of the requirements set out in this document (both part A and Part B) in addition to the following annexes:

* + 1. Attachment 3 - Annex A - Standards and Processes
		2. Attachment 3 - Annex B - DVLA Corporate Environmental Policy
		3. Attachment 3 - Annex C - DVLA Biodiversity Action Plan
		4. Attachment 3 - Annex D - DVLA Corporate Energy Policy
		5. Attachment 3 - Annex E - DVLA Health and Safety Policy
		6. Attachment 3 - Annex F - DVLA Disability Policy
		7. Attachment 3 - Annex G - DVLA Physical Security Policy
		8. Attachment 3 - Annex H - DVLA Code of Conduct
		9. Attachment 3 - Annex I – DVLA Procurement Counter Fraud Statement
		10. Attachment 3 - Annex J – DVLA Use of Brands, Logos and Trademarks
		11. Attachment 3 - Annex K - DVLA Information Assurance Requirement
		12. Attachment 3 - Annex L – DVLA Invoicing Procedures
		13. Attachment 3 - Annex M – DVLA Habitat Management Plan including Mowing Regime
		14. Attachment 3 - Annex N – DVLA Contract Management Governance Structure
		15. Attachment 3 - Annex O – DVLA Maps & Aerial Views of Sites
		16. Attachment 3 - Annex P – Snow Clearance and Gritting Maps

**5.2 Definitions**

5.2.1 Terms used in the Specification / Call-Off Contract and annexes that require further definition are capitalised. For definitions of these terms, you should refer to Joint Schedule 1 – Definitions, relevant Call Off and Joint Schedules.

**5.3 Standards**

## 5.3.1 All the Landscaping and Grounds Maintenance Service standards and processes that the Supplier has to comply with during the procurement of the Facilities Management & Workplace Services Framework Agreement (RM6264) are required throughout the duration of this Call-Off Contract, unless the Buyer instructs you otherwise. Please refer to Annex A – Standards and Processes.

## 5.3.2 All Service Level Agreements (SLAs), Priority and Key Performance Indicators (KPIs) that are required to be met by the Supplier throughout the duration of the Contract are stipulated in – DPS Order Schedule 14 – Service Levels.

## 5.3.3 During the term of the Contract the Supplier and Buyer shall review (annually) the SLAs and KPIs. The Supplier shall note and accept that the Buyer shall make changes to align the SLA or KPI to the needs of the Buyer’s business.

## 5.3.4 During the term of the Contract there is scope that the Buyer’s estate will evolve. Such changes to the estate will need to be incorporated into the service delivery set out within this Contract. This will be managed via a Contract management discussion, when required.

### 6. Specifying Goods and/or Services

### 6.1 Overarching Requirements for the Provision of Landscaping and Ground Maintenance Service

## 6.1.1 The Supplier shall provide a fully comprehensive, professionally managed Landscaping and Grounds Maintenance Service at all the Buyer Properties Footways/footpaths/pavements/road surfaces (including road drainage and storm drains).

## 6.1.2 The Supplier shall provide the Landscaping and Grounds Maintenance Service which includes but not limited to:

* footways/footpaths/pavements/road surfaces (including road drainage and storm drains)
* car parking areas
* any portable irrigation systems
* grass cutting
* hedge trimming
* tree pruning, lopping, pollarding and crowning.
* weed management and moss growth removal
* leaf clearance
* maintenance of formal hedges/shrubs
* tree felling & stump removal
* removal of cuttings from landscaping/maintenance activities
* planting
* snow and ice clearance
* storm damage clearance

6.1.3 The Supplier shall, where necessary, align to other services such as the pest/cleaning maintenance to maximise potential synergies with these Services.

## 6.1.4 The Supplier will be required to provide a Landscaping and Grounds Maintenance Service for the Buyer’s Creche gardens and Poppy memorial garden, locations outlined in Annex O – Maps & Aerial Views of DVLA Sites.

## 6.1.5 The Supplier shall ensure that Planned and Reactive Maintenance activities maintain areas of landscaping to ensure they are free of defects and will report any dangers or hazards to the Buyer’s representatives immediately.

## 6.1.6 The Supplier shall respond to requests for Reactive Maintenance placed via the Helpdesk.

## 6.1.7 The Supplier will provide a copy of their Planned Preventative Maintenance (PPM) plan for incorporation into the Helpdesk Computer Aided Facility Management (CAFM) system.

## 6.1.8 The Supplier will take a pro-active approach to Reactive work and maintenance of landscaping and shall provide the Helpdesk with regular timely updates, to include but not limited to:

* dates and times for attendance for planned works (10 working days prior to attendance);
* dates and times for attendance for Reactive works (on placement of call - within 1 hour for emergency Reactive work and 4 hours of request for non-urgent work); and
* completion of work updates (within 24 hours).

## 6.1.9 The Supplier will need to be registered with The British Association of Landscape Industries or other such approved bodies and maintain the relevant accreditation.

## 6.1.10 The Supplier will be required to hold a current, up to date Waste Transfer Licence and hold all relevant transfer notes, ready for inspection upon request.

##

**6.2 General Requirements**

 The Supplier shall ensure that:

* + 1. All external hard and soft landscaped areas are kept safe, clean and tidy and shall be responsible for the removal of all litter, leaves and debris.
		2. All plant specimens are kept to a height and form which is safe and in accordance with good horticultural practice.
		3. All pots/containers are maintained, cleaned and replaced where necessary.
		4. All areas are kept free of an accumulation of leaves, weeds and any other solid matter.
		5. All areas covered with wood and stone chippings shall be kept clear of weeds and debris and shall be replenished as and when required to ensure a continuous even coating and be of fresh appearance.
		6. All trees are maintained to ensure the safety of the Buyer, its Staff and other building users, and in line with any applicable Statutory Regulations.
		7. A bi-annual tree survey is undertaken. Additional tree surveys may be required (e.g., after a severe storm event) at the discretion of the Buyer. Costs for these additional Services shall be managed via Order Schedule 25 – Billable Works and Projects.
		8. An annual invasive species report is undertaken (at the beginning of each growth season) and supplied to the Buyer within 30 days.
		9. Soil improvers shall not contain peat or sewage sludge.
		10. Growing media shall not contain peat; and should meet quality Standards as set out in the PAS100 and the quality protocol;
		11. Plants shall not be supplied in or with growing media containing peat. It is accepted that a residual amount of peat may remain from its use in the original propagation of a plant.
		12. All products and services procured shall comply with the latest version of the Horticultural Code of Practice covering invasive and non-native plants such as Japanese knotweed.
		13. All debris arising from the performance of the works is promptly removed from the Buyer’s Premises and disposed of in accordance with the waste hierarchy.
		14. All equipment, materials and consumables used in the delivery of the services shall be provided by the Supplier unless otherwise stated by the Buyer.
		15. The Supplier will be responsible for maintaining all its equipment in good working order, conform to equipment and/or consumable handling instructions, and be compliant with any statutory requirement.
		16. The Supplier will maintain all external planted areas with healthy and vigorous plants in the areas displayed within Annex M – Habitat Management Plan including Mowing Regime.
		17. Planned and Reactive maintenance activities including maintained areas of soft landscaping and planting, are safe and free of defects at all times.
		18. The Buyer is provided with all applicable COSHH and flammable agent information where appropriate; and
		19. That appropriate action is taken to prevent any dangers or hazards to the Buyer, its Staff and building users that occur through the actions of the works undertaken. If any hazards or dangers are identified while onsite, these must be reported to the Buyer through the appropriate channels.
	1. **Specific Requirements**
		1. The Supplier will be required to provide the following services:

**Grass Cutting**

 The Supplier shall:

6.3.2 Ensure that all grassed areas to be litter picked including removing any stones, prior to grass cutting. The Supplier should be aware, any litter mown into the grass will be defined as a defect.

6.3.3 Provide a maintenance service in respect of all grassed areas which shall be always maintained to an appropriate standard – Annex M Habitat Management Plan including Mowing Regime.

6.3.4 Ensure that all grassed areas to be cut as and when required and by whatever method applying good industry practice and which is deemed appropriate to maintain an appropriate appearance agreed with the Buyer. However, the Supplier must ensure this method aligns with the Buyer’s Biodiversity Action Plan which is detailed in Annex C.

6.3.5 Ensure that the grass is to be cut neatly around all signs, bollards, structures and boundaries etc. All signs and bollards to left free of grass in a clean and presentable state.

6.3.6 Will trim all edges of grassed areas adjoining all borders, paths, mowing margins, kerbs, roads and tree circles. Hedges and bushes shall not overhang or intrude on to any paths or roads.

6.3.7 Will re-form all vertical edges of grassed areas, as denoted in above, as necessary to maintain a tidy appearance.

6.3.8 Will encourage natural regeneration by a managed mowing regime in appropriate areas. Mowing regime is laid out in Annex M **–** Habitat Management Plan including Mowing Regime.

**Weed Management and Moss Growth**

 The Supplier shall:

6.3.9 Ensure all hard surfaces, grassed areas and beds are kept weed and moss free.  Weeds and moss are to be physically removed.

6.3.10 Will also eradicate weeds and grasses along fence lines, bases of properties, fire breaks, gravel areas, joints in paving and the bases of kerbs.

6.3.11 Consider in every instance whether the use of any form of chemical, including fertilizer, pesticide and herbicide, is strictly necessary before application unless expressly approved by the Buyer.

6.3.11.1 In line with legislation, the Supplier shall, for a minimum of three years, keep records of the plant protection products (incl. herbicides, pesticides and fungicides) they use. These records will include the amount of chemical used per application.

6.3.12 Only use chemicals specifically approved for the purpose for which it is intended as dictated by the GB Biocidal Products Regulation (GB BPR), the conditions of Approval for the chemicals and any other relevant code of practice issued by the Department for the Environment, Food and Rural Affairs (DEFRA). The Supplier shall ensure compliance with the Buyer’s Corporate Environmental Policy – Annex B, its Greening Government Commitment and any other relevant legislation at all times.

**Leaf Clearance**

 The Supplier shall:

6.3.13 Ensure all areas across the estate including, grassed area, roads, paths, equipment compounds and car parks to be kept free from litter and leaf accumulation, inclusive of pine needles.

6.3.14 Ensure removal and collection of all leaves from grassed areas, borders, roads, pathways, car parks and horizontal surfaces and remove from site. Leaves and debris should be cleared to avoid blockage of drains or gullies. This should include a minimum of 4 clearances including mechanical sweeping and 2 mechanical gulley “sucking” or clearances between the months of September and February (clearing period shall be subject to review and amendment during the contract period). Where required by the Buyer, the Supplier shall provide additional Leaf clearing services. Costs for these Services shall be managed via Order Schedule 25 – Billable Works and Projects.

6.3.15 Ensure that all fallen leaves are bagged and removed from the Buyer site and recycled. .

**Formal Hedges**

 The Supplier will:

6.3.16 Cut hedges to maintain a tidy, symmetrical appearance and healthy growth.

6.3.17 Clean out weeds and debris from base of hedges.

6.3.18 Ensure hedges are kept to an appropriate height to maintain vistas and do not obstruct roads, pavements, and walkways.

**Shrub Maintenance**

 The Supplier will:

6.3.19 Weed and prune all shrub borders and containers to maintain a tidy appearance

and healthy growth in accordance with good horticultural practice. Clean out weeds and debris from the base of shrubs and loosen surface of beds to relieve compaction.

6.3.20 At the end of the growing season, feed all plants by mulching, as required. Remove any dead wood, diseased, damaged branches or twigs. Ensure shrubs are kept to an appropriate height to maintain vistas.

**Disposal of Cuttings**

 The Supplier will:

6.3.21 Ensure that all grass/shrub/hedge cuttings are to be collected up and removed from the Buyer sites for off-site composting with zero green waste to landfill.

**Biodiversity**

 The Supplier shall:

6.3.22 The Buyer is committed to meeting biodiversity targets for 2025, as set out in the Buyer’s Biodiversity Action Plan – Annex C. The Suppliers shall ensure that any actions it takes, or methods used, do not negatively impact these targets or future iterations of the Buyer’s Biodiversity Action Plan;

6.3.23 Ensure that any work carried out on trees and shrubs, by the Supplier should be scheduled to minimise the impact on wildlife: do not cut during the bird breeding season (November to February is ideal). However, even in January, reptiles maybe found basking in warmer weather in sunny, sheltered locations, so greater care is required near known hibernation sites.

6.3.24 Create a root protection area around mature trees to avoid applying fertilisers or pesticides or allowing soil compaction or excavation to damage roots.

6.3.25 Acknowledge that in addition to general landscaping, the following areas are to be considered as in-scope under the provisions of this Service:

* Bat and beetle boxes;
* Nesting bird boxes;
* Pond at Ty Felin;
* Beehives at Ty Felin.

6.3.26 Substitute all slow renewables, such as peat, with organic wastes such as compost, manure, leaf mould, bark chippings and coir. Additionally, the Supplier shall maintain the grounds of the Buyer by using good husbandry and encouraging native flora and fauna.

6.3.27 Acknowledge that where Wildlife & Countryside Act for England and Wales Schedule 9 Plants (invasive weeds) are present, the Supplier shall inform the Buyer and be responsible for putting in place surveillance regimes in line with statute (Wildlife and Countryside Act 1981 and Weeds Act 1959) to identify notifiable and invasive weeds to initially control and stop their spread with an objective to totally eradicate them. This service is deemed to be an addition to the Contract scope specified in the Call-Off Procedure and shall be treated as Billable Works for payment purposes.

6.3.28 During the course of undertaking landscape maintenance works, proactively identify ways to not only sustain existing habitat for native flora and fauna, but to also look at ways to enhance and improve habitat by undertaking sustainable tasks, for example;

* erection of bat and bird nesting boxes;
* encourage local biodiversity by suggesting relevant initiatives that could be implemented at any of the Buyer Properties;
* reviewing the Buyer’s Biodiversity Action Plan - Annex C and supporting its recommendations where applicable.

6.3.29 Acknowledge that all such activity will need to be approved in advance by the Buyer and is deemed to be an addition to the Contract scope specified in the Call-Off Procedure and shall be treated as Billable Works for payment purposes.

6.3.30 Work collaboratively with the Buyer to determine suitable replacements for any plants and/or shrubs which require replacement, as per the Buyer’s Biodiversity Action Plan - Annex C.

**Tree Surgery (Arboriculture)**

 The Supplier shall:

6.3.31 Develop and implement an arboriculture management plan for the Buyer’s Properties.

6.3.32 Provide tree surgery, which includes for all trees on the Buyer’s Properties and may also include trees outside of the Buyer’s Properties borders, which are overhanging or causing a visual obstruction, on an ad hoc basis and evaluated on an elective basis. This shall include liaising with third parties such as (but not limited to) the local authority to enable such works to be undertaken. Costs for these Services shall be managed via Order Schedule 25 – Billable Works and Projects.

6.3.33 Ensure that Supplier Staff carrying out tree surgery services are National Proficiency Tests Council qualified (or equivalent) in Arboriculture, and that all work is carried out to BS 3998 Standard. Any third-party Supplier(s) used by the Supplier for performing Tree Surgery Services shall be a full member of the Arboriculture Association.

6.3.34 Be cognisant of such trees on the Buyer sites which are subject to a Tree Preservation Order (TPO) and seek Approval from the Buyer before trimming or felling any trees, particularly trees, which are protected by a TPO.

6.3.35 Ensure that any remedial work required identified in the bi-annual tree survey are carried out and rectified.

6.3.36 Be expected to be responsible for the removal of trees if there are health and safety implications to the Buyer Staff and Properties.

6.3.37 Ensure any trees that are removed are replanted and agreed with the Buyer. Where required during dry seasonal weather, the Supplier shall provide a watering service to ensure the health of any new trees planted. Costs for these Services shall be managed via Order Schedule 25 – Billable Works and Projects.

6.3.38 Ensure all trees are maintained in accordance with all relevant statutory requirements.

6.3.39 Ensure the trees surrounding the main gas incoming plant room are maintained at a height of less than 4 metres.

**Planned and Reactive Snow and Ice Clearance**

 The Supplier shall:

6.3.40 Provide a fully costed, inclusive snow, gritting and ice clearance service.

6.3.41 Provide a professionally managed, proactive snow and ice clearance Service across all the Buyer Properties. Where snow, heavy frost is expected or temperatures below +1 degree Celsius is forecast, the Supplier shall take all preventative measures to maintain safe surfaces for pedestrian and vehicle users.

6.3.41.1 Any repair required due to damage incurred by the Supplier during snow clearance operations, shall be the responsibility of the Supplier.

6.3.42 Ensure all roads, car parks, pathways, entrances, and other affected surface areas of the Buyer’s Properties shall be free of snow and ice at the start of operational hours and kept in a slip free condition at all times.

6.3.43 Provide the Buyer with a Snow and Ice Clearance Plan annually for approval by the Buyer.

6.3.44 Act upon Met Office or similar national weather forecasting service forecast alerts alongside readings of ground and air temperatures to determine when the relevant gritting works are to be carried out.

6.3.45 Be responsible for the provision and maintenance of salt bins and salt at the Buyer Properties and shall maintain stock levels in all salt bins to ensure health and safety is maintained.

6.3.46 Acknowledge that where the Buyer determines a non-satisfactory service, the Buyer expects the Supplier to return to site to rectify any issues within the specified times laid out within Annex A - Standards & Processes.

6.3.47 Take care during snow and ice clearance to ensure that the Buyer Properties are not damaged.

6.3.48 The Buyer will direct Service Requests through the Helpdesk. The Supplier shall ensure a seamless and efficient Service and be driven by the Service Level Agreements (SLAs) in place.

6.3.49 Be responsible for the provision of all materials and consumables required to successfully deliver the Service and ensure safe access to the Buyer Properties are maintained at all times.

6.3.50 Ensure best practice is followed to distribute grit to ensure full coverage for both planned and Reactive snow and ice clearance and prevention.

6.3.51 At the end of the gritting season, remove by power washing, any residual grit which has collected in areas such as access turnstiles, doors, car parks, steps etc.

**Ad Hoc Activities**

 The Supplier shall:

6.3.52 Be responsible for the disposal of all Christmas trees in an environmentally preferable manner, with appropriate certification/evidence retained for later inspection.

6.3.53 Will be required to provide a Contract improvement plan annually, which will include innovation mechanisms to improve or enhance services.

6.3.54 Will ensure the pond located at Ty Felin maintains a healthy biological balance. The Supplier will provide the services as appropriate to satisfy the Buyer’s habitat management plan specified in Annex M **–** Habitat Management Plan & Annex C – Biodiversity Action Plan.

## 7. Sustainability

##  The Supplier shall ensure:

7.1 The Buyer is committed to reducing any negative impacts produced by their activities, products and services. This aligns to the Government’s Greening Commitment which states we must: “Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society.”

7.2 The Buyer is certified to ISO 14001:2015 and more information is available in their Corporate Environmental Policy – Annex B and at:

 <https://www.gov.uk/government/publications/dvlas-environmental-policy>

7.3 Comply with the Buyer’s Corporate Environmental Policy – Annex B and Corporate Energy Policy – Annex D.

7.4 Where appropriate, assist the Buyer in achieving its Greening Government Commitment, i.e., reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced.

7.5 The Buyer is committed to meeting biodiversity targets for 2025 as set out in the Buyer’s Biodiversity Action Plan - Annex C. The Suppliers shall ensure that any actions it takes, or methods used, do not negatively impact these targets or future iterations of the Buyer’s Biodiversity Action Plan.

7..6 Assist the Buyer with its relevant management system requirements including but not limited to participation in audits and providing supporting information as requested.

7.7 The Supplier shall have in place ISO 14001 certification and shall ensure:

7.7.1 That it maintains such certification throughout the Contract term;

7.7.2 That it provides the Buyer with evidence of its certified environmental management system certification upon request at any time during the Contract term;

7.7.3 That it implements an environmental management plan in accordance with the ISO 14001 certification, which shall include a proposed methodology to align with and support the Buyer’s existing or planned ISO 14001 certification and its related systems and for delivering Continuous Improvement;

7.7.4 That it undertakes an annual review of its environmental management system with the Buyer to ensure compliance with ISO 14001 (or current edition) to ensure the management systems continue to be suitable, adequate and effective;

7.7.5 That it develops and agrees its Environmental Management Plan with the Buyer during the Contract Mobilisation Period, in accordance with Order Schedule 13 – Implementation Plan and Testing. The programme shall show registration body inspection visits, Buyer audits, internal Supplier assessor visits and audits delivered by independent bodies;

7.7.6 That where requested by the Buyer, their environmental management system shall be accredited by UKAS. Further details of the requirement will be provided in the Call-Off Procedure; and

7.7.7 If required, the Supplier shall provide a professional advice service on all matters relating to environmental management and compliance. This will be managed through Order Schedule 25 - Billable Works and Projects.

**8. Key Performance Indicators (KPIs)**

8.1 The details of the KPIs applicable to this requirement are outlined as follows:

|  |  |  |
| --- | --- | --- |
|  | **Key Performance Indicators (KPIs)** | **Frequency** |
| 1 | Planned Maintenance - Compliance with Contract Planned Maintenance requirements. | Monthly |
| 2 | Reactive Maintenance – Compliance with Contract Reactive Maintenance requirements | Monthly |
| 3 | Sustainability – Compliance with Buyer’s Biodiversity Plan | Bi-Annual |
| 4 | Health and Safety - Compliance with Contract Health & Safety requirements | Monthly |
| 5 | Social Value - Compliance with Contract Social Value requirements | Bi-Annual |
| 6 | Continuous Improvement - Compliance with Continuous Improvement requirements | Bi-Annual |
| 7 | General - Compliance with the General Contract requirements | Monthly |

8.2 The measures and KPIs applicable are detailed within Order Schedule 14 – Services Levels – Annex A.

**9. Contractual Performance Measurement and Reporting**

9.1 The Supplier shall report on its own performance against the agreed KPIs and other measures reasonably requested by the Buyer. These reports shall include summaries at region, establishment, business and Service level, as appropriate, for the following:

9.1.1 Achievement against agreed KPIs;

9.1.2 Reasons for failure to meet any agreed KPIs;

9.1.3 Performance failures accruing because of failure to meet agreed KPIs;

9.1.4 Levels of statutory compliance;

9.1.5 Performance against sustainability plan;

 9.1.6 Details of performance against Planned Preventative Maintenance activities, including reactive works generated from Planned Preventative Maintenance activities;

9.1.7 Details of recommendations generated from Planned Preventative Maintenance works;

9.1.8 Progress / status of Work Orders;

9.1.9 Waste volumes, including waste diversion reports and recycling volumes;

9.1.10 Achievement against the delivery of statutory testing and inspections;

9.1.11 Small and Medium Enterprises (SMEs) contractual performance (i.e. number of SMEs engagement sessions held, number appointed, the percentage of SMEs used to deliver the services and value of cost of deliverables undertaken by appointed SMEs);

9.1.12 Details of progress against Buyer agreed action plans for the following Month, which will be reviewed to check progress and track actions carried out to completion. The Buyer shall not unreasonably withhold or delay agreement of these action plans with the Supplier; and

9.1.13 The Supplier shall provide all such performance and risk reports within 5 Working Days from end of previous Month.

**10. Social Value**

10.1 The Social Value Act (2012) requires contracting authorities to consider social value when procuring services, by considering the additional social benefits that can be achieved in the delivery of its contracts. The Procurement Policy Note 06/20 takes social value into account and within the award of central government contracts and applies to this procurement.

 10.2 Using policy outcomes aligned with Government’s priorities, a weighting of 10%of the overall score for this requirement isdedicated to social value criteria.

 10.3 In addition to the core Deliverables of this Contract, the Buyer requires that core social value themes are addressed by the Supplier, with evidence required that sufficiently meet the requirements. The themes of Equal Opportunity is detailed further below;

|  |  |
| --- | --- |
| **Theme** | **Policy Outcome**  |
| Equal Opportunity - MAC 6.3: Identifying and managing the risks of modern slavery  | Tackle workforce inequality  |

The link below provides further guidance on Social Value and within the quick reference table detail around model response guidance for tenderers.

 <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

10.4 Ensure all Supplier appointed Sub-contracted and supply chain staff are fully aware of the agreed social value policies, initiatives and procedures;

10.5 An overview of the evaluation process is provided in Section 20 and Annex 1 Evaluation Criteria with the required social value criteria detailed in this Section 10. Any specific performance monitoring requirements and KPIs relating to social value will be outlined in Order Schedule 14 – Service Levels.

10.6 The successful Supplier will be expected to demonstrate how they deliver social benefits that support the key social outcomes highlighted in the table above.

**11. Reportable incidents**

11.1 The Supplier shall inform the Buyer via the Helpdesk service each time reportable incidents occur. These shall be recorded on the Supplier’s CAFM system and reported to the Buyer’s Contract Owner and shall include but not be limited to:

11.1.1 Health and safety accidents and incidents, to include Health and Safety Executive (HSE) Reporting of Injuries, Diseases and Dangerous occurrences Regulations (RIDDOR) reports;

11.1.2 Pollution and contamination incidents;

11.1.3 Statutory compliance failures;

11.1.4 Service failures;

11.1.5 Instances of accidental damage, wilful damage or vandalism;

11.1.6 Instances or incidents which may have the potential to damage the reputation of the Buyer;

11.1.7 Any instances of attempted bribery, fraud or corruption; and

11.1.8 Complaints.

## 12. Documentation

**12.1 Service Delivery Plans (SDP)**

12.2 The Supplier shall prepare a SDP for the Buyer’s requirements for Services in scope of the Contract, describing its approach to providing the required Services. As a minimum, the Landscaping and Grounds Maintenance SDP shall contain:

12.2.1 Scope and Services objectives;

12.2.2 Approach and methodology.

12.2.3 Contract Variation Procedures and additional work requests;

12.2.4 Operational structure including key roles, Personnel and resource proposals;

12.2.5 Planned Preventative Maintenance delivery methodology;

12.2.6 Quality policy / quality statement;

12.2.7 Third party Suppliers / partners;

12.2.8 Management arrangements;

12.2.9 Compliance management arrangements;

12.2.10 Performance management arrangements;

12.2.11 Quality management;

12.2.12 Complaints management processes;

12.2.13 Operational liaison;

12.2.14 Reactive maintenance Service; and

12.2.15 Reactive vandalism maintenance Service;

12.2.16 A Severe Weather business continuity plan outlining the emergency response and recovery following a storm that requires the clearing and disposal of any foliage and inspection of damaged trees that have the potential to cause harm or present a risk.

## 13. Contract Mobilisation

**13.1 Mobilisation Period**

13.1.1 The Mobilisation Period will be a three (3) Month period (unless otherwise agreed with the Buyer in the Order Procedure).

13.1.2 During the Mobilisation Period, the Incumbent Supplier shall retain full responsibility for all extant Services until the Service Start Date or as otherwise formally agreed with the Buyer. The incoming Supplier's full-service obligations shall formally be assumed on the Service Start Date.

13.1.3 During the Mobilisation Period the Supplier shall work cooperatively and in partnership with the Buyer, Incumbent Supplier, and other FM Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services.

13.1.3.1 The Supplier shall undertake and provide the Buyer with a condition report 30 days prior to the contract commencement date.

**13.2 Mobilisation Plan**

 The Supplier shall;

* + 1. Work with the Incumbent Supplier and Buyer to assess the scope of the Services and prepare a plan, in a timeframe defined by the Buyer, which demonstrates how they will mobilise the Services;
		2. Mobilise all the Services specified in the Specification within the Contract;
		3. Appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation Period. This is to ensure that the Mobilisation Period is planned and resourced adequately, and act as a point of contact for the Buyer;
		4. Produce a Mobilisation Plan (in a timeframe defined by the Buyer), to be agreed by the Buyer, for carrying out the requirements within the Mobilisation Period including key milestones and dependencies;
		5. Detail how they will work with the Incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as Asset data;
		6. Liaise with the Incumbent Supplier to enable the full completion of the Mobilisation Period activities;
		7. Produce and implement a communications plan (in a timeframe defined by the Buyer), to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services;
		8. Produce a mobilisation report (in a timeframe defined by the Buyer) for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants. The format of reports and programmes shall be in accordance with the Buyer's requirements;
		9. Manage and report progress against a Mobilisation Plan;
		10. Construct and maintain a mobilisation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
		11. Attend Progress Meetings (frequency of such meetings shall be determined in the Order Procedure in accordance with the Buyer's requirements during the Mobilisation Period). Mobilisation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
		12. Ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless Change of Control between Incumbent Supplier and the Supplier.

**13.3 Interaction with Stakeholders**

* + 1. The Supplier shall familiarise itself with the Buyer's Premises and the needs of the building users.
		2. The Supplier shall ensure that it is appropriately equipped to deal with the level of liaison and stakeholder management, including:
			1. Liaison;
			2. Reporting;
			3. Co-ordination and provision of Services;
			4. Attendance at meetings; and
			5. Management and resolution of stakeholder issues.
		3. Further details of the stakeholder management requirements will be provided in the Order Schedule 15 – Contract Management.
		4. The Supplier shall ensure that all the necessary arrangements to allow continuous operations by the building users are in place by the end of the Mobilisation Period.
		5. During the Mobilisation Period the Supplier shall undertake the routine examinations and inspections of the Buyer’s Premises and Services necessary to assume its duties.

## 14. Other Requirements

**14.1 Health and Safety**

14.1.1 The delivery of the Landscaping and Grounds Maintenance Service for the Buyer’s Premises is undertaken in compliance with all applicable UK legislation and legislation appropriate to the location as defined in this Framework Specification and Annex A – Standards and Processes.

14.1.2 The Buyer has an Occupational Health and Safety Management System that is certificated to ISO45001. Further information can be found in Annex E - Health & Safety Policy.

14.1.3 All Supplier Staff working on any of the Buyer’s Premises must fully comply with relevant health and safety legislation, together with health, safety and welfare policy and management arrangements applied by the Buyer. If appropriate, any issues must be addressed at or before the award of the Contract and may form part of the procurement process.

14.1.4 The Buyer’s service management staff are responsible for checking health and safety information provided by Suppliers and passing relevant information to local line management and staff.

14.1.5 Supplier’s safety performance will be monitored and checked as part of normal contract management.

##  The Supplier shall ensure:

14.1.6 It operates the Health and Safety Executive (HSE) Safe System of Work in accordance with their Health and Safety policy and ensures that all risk assessments are current and accurately reflect the works and risks associated with the Services being undertaken.

14.1.7 It will be responsible for the setting-up and the operation of the HSE Safe System of Work, including risk assessments and method statements, regarding all aspects of its operation. As part of this process the Supplier shall ensure that Supplier Staff and Sub-contractors who are undertaking work at the Buyer’s Premises, have and work, in accordance to the Safe System of Work.

14.1.8 It will be responsible for the production, review, and update of all risk assessments to meet all statutory requirements. These will need to be readily available to the Buyer upon request.

14.1.9 The Supplier shall provide paper copies of all documentation associated with Statutory Compliance reports for retention at the Buyer Properties. These requirements will be defined in this Framework Specification and Annex A – Standards and Processes.

 The Supplier shall:

* Have an appointed competent person responsible for health and safety. Details to be made available to the Buyer on request;
	+ Have emergency arrangements and plans for their goods/product/service, and observe the Buyer’s arrangements whilst on site, or through the course of the business or Contract;
	+ Have adequate provision for your own first aid when on site;
	+ Have an accident reporting and recording process for all near miss, accidents/incidents, or violent and aggressive behaviours. Any incident on any of the Buyer’s properties should be reported immediately to the Buyer’s Health and Safety team;
	+ Communicate with the Buyer on any health and safety matter or issue in relation to the Contract/product/supply of goods or service, notifying the Buyer of any health and safety hazard, which may arise in connection with its supply of goods, products, or services;
	+ Indemnify the Buyer in the instance where failure of the Supplier’s product/service, acts or omissions, with regards to health and safety, results in an economic penalty, time delay, issue, accident/incident or claim against the Buyer;
	+ Provide suitable and sufficient health and safety training, information and instruction for all its employees/Contractors/Sub-contractors. Records to be made available on request;
	+ Engage with the Buyer’s Security/Estates Management Group to arrange access to all the Buyer’s Properties/buildings;
	+ Ensure all their assets and equipment used on the Buyer’s Premises receive the required inspections at the correct time as specified by legislation, approved codes of practice, best practice and manufacturer’s guidelines as appropriate.
	+ Comply with all vehicle and driver legal requirements and the Buyer’s policies whilst driving on the Buyer’s Premises or conducting business for the Buyer.

**14.2 Diversity and Inclusion**

14.2.1 The Public Sector Equality Duty (PSED) is a legal requirement under the Equality Act 2010. The Equality Duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day-to-day work – in shaping policy, in delivering services, and in relation to their own employees.

14.2.2 The Buyer is committed to encouraging equality, diversity and inclusion within their workforce and against unlawful discrimination of employees, customers and the public. The Buyer promotes dignity and respect for all and will not tolerate, bullying harassment or discrimination by staff, customers or partners they work with. Everyone working for the Buyer and with the Buyer, as partners in delivering our services, has a personal responsibility for implementing and promoting these policy principles in their day- to-day transactions with customers and the Buyer’s Staff.

14.2.3 A full copy of the Buyer’s Equality, Diversity and Inclusion Policy is found in Annex F – Disability Policy.

**14.3 Business Continuity**

14.3.1 The Supplier shall provide up to date Business Continuity and Disaster Recovery (BCDR) Plans annually, at the beginning of each Contract year regarding the scope of their BCDR Plans to protect the Buyer from the consequences of business interruptions.

14.3.2 As a minimum this statement must cover the Supplier’s arrangements to:

* safeguard the data they have collected in delivering the Services (whilst complying with the requirements of Sections Information Assurance, Cyber Security, Data Sharing);
* mitigate potential shortages of Supplier Personnel;
* recover from incidents that have the potential to impact the Buyer’s Premises and the Buyer’s ability to carry out their business; and
* recover from incidents that have the potential to impact the Supplier’s delivery of the Services against agreed plans.

 14.3.3 The Supplier should have robust BCDR Plans which align to a code of practice such as ISO22301.

 14.3.4 In the event of an incident the Supplier shall:

* Notify the Buyer as soon as it becomes aware of a Business Critical Event or a likely Business Critical Event. The Supplier shall collaborate with the Buyer to ensure that the BCDR Plans interfaces seamlessly to support the Buyer’s business;
* Liaise with the Buyer to ensure that appropriate communication lines are maintained.

**14.4 Mitigating the Risk of Modern Slavery**

 14.4.1 The Supplier will work collaboratively with the Buyer to meet the requirements of the UK Governments Modern Slavery Act 2015.

 **Modern Slavery Assessment Tool (MSAT)**

 14.4.2 The MSAT is a modern slavery risk identification and management tool. This tool has been designed to help public sector organisations work in partnership with suppliers to improve protections and reduce the risk of exploitation of workers in their supply chains. It also aims to help public sector organisations understand where there may be risks of modern slavery in the supply chains of goods and services they have procured.

 14.4.3 Please note that the successful supplier, as part of the Contract, may be requested to complete the MSAT and, where appropriate, work with the Buyer in resolving any issues identified. If completion of the MSAT is required, the Buyer will instruct as appropriate. Suppliers who have previously completed the MSAT for another Government body may share their results with the Buyer.

 14.4.4 The requirement to complete and assess the MSAT at appropriate intervals throughout the lifecycle of the Contract may also form part of the Contract Management process.

 14.4.5 In addition to completing the MSAT, and depending on the outcome of this assessment, it may be necessary for the Buyer to work with the successful Supplier to undertake a supply chain mapping exercise to have a more informed position of any modern slavery risks within the wider supply chain beyond first tier/prime supplier. Such an exercise may also cover wider compliance with all relevant social, ethical and legal requirements of first tier/prime suppliers and their supply chain.

14.4.6 For further information on the MSAT and registration process, please visit:

 <https://supplierregistration.cabinetoffice.gov.uk/msat>

**14.5 Information Assurance and Security**

14.5.1 Where the Supplier processes Government data, including but not limited to, personal data on behalf of the Buyer the following requirement shall apply, unless otherwise specified or agreed in writing.

**14.6 Assurance and Audit**

 **Destruction / Deletion of Data or Information**

 14.6.1 The Supplier must be able to securely erase or destroy all Buyer related data or information that has been stored and processed for the service upon the Buyer’s request.

**14.7 Personal Data**

 **Processing Personal Data**

14.7.1 The Supplier as part of the Contract agrees to comply with all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018, and the EU GDPR where applicable to the processing.

**14.8 Personnel - Security Clearance**

 **Level 1** –

 The Supplier is required to acknowledge in their response that any Supplier Staff and / or Subcontractors that will have access to the Buyer’s site /s for meetings and similar (but have no access to the Buyer’s systems), must be supervised at all times by the Buyer staff.

 **Level 2 –**

The Supplier is required to confirm that Baseline Personnel Security Standard clearance (BPSS) is held for any Supplier Staff and / or Subcontractors that will have:

* access to or will process the Buyer’s (customer or staff) data or information
* access to the Buyer’s site/s to provide routine maintenance
* access to the Buyer’s site/s and DVLA systems

 The BPSS comprises verification of the following four main elements:

1. Identity;

2. Employment History (past 3 years);

3. Nationality and Immigration Status;

4. Criminal Record Check (unspent convictions only).

 The aim of the BPSS verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. The Supplier is required to provide evidence of relevant Supplier staff and / or Subcontractors clearance in their response.

**14.9 Procurement Fraud**

14.9.1 The Supplier must confirm that it will comply with the Buyer’s Procurement Counter Fraud Statement in Annex I.

**14.10** **Use of the Buyer Brands, Logos and Trademarks**

14.10.1 The Buyer does not grant the successful Supplier licence to use any of the Buyer’s brands, logos or trademarks except for use in communications or official Contract documentation, which is exchanged between the Buyer and the Supplier as part of their fulfilment of the Contract.

14.10.2 Approval for any further specific use of the Buyer’s brands, logos or trademarks must be requested and obtained in writing from the Buyer. Further information can be found in Annex J – Use of Brands, Logos and Trademarks.

**14.11 Delivery Instructions – Goods Inward**

 **Advance Delivery Booking Process**

 All deliveries must be pre-booked and confirmed 48hours in advance. Please contact the Logistic and Storage Team Leads, 01792 783185 or email **XXXXXX redacted under FOIA section 40**

ensuring the following information is included:

1. Driver’s Name
2. Vehicle Make and Model
3. Vehicle Registration Number
4. Number/Volume of items to be delivered
* You will be sent a notification email confirming the booking reference number and the time and date delivery is required.
* Large volume deliveries will normally be allocated a morning delivery time. This helps ensure that the vehicle can be offloaded with minimum impact to the delivery driver and their onward transmission of additional deliveries.
* If a scheduled delivery is delayed in transit (e.g. vehicle break down, significant traffic or tacho restrictions) please contact 01792 783185 immediately to provide information updates on progress and a revised estimated time of arrival.
* **NOTE:** Failure to notify a delay will result in an impact to the official acceptance of the delivery and the vehicle could be prevented from accessing the site by the DVLA Security team.

 **Delivery Address/Locations**

 The Buyer has three delivery locations as follows: -

|  |  |  |
| --- | --- | --- |
| **D – Basement Morriston** | **C – Basement Morriston** | **Ty – Felin Stores & Output Areas** |
| D-Block Stores,DVLA,Longview Road,Morriston,SwanseaSA6 7JL**(7am till 3pm)** | C-Block Stores,DVLA,Longview Road,Morriston,SwanseaSA6 7JL**(7am till 3pm)** | Ty-Felin DVLA Output FacilityFelinfachSwansea West Industrial ParkFforestfachSwanseaSA54AW**(7am till 3pm)** |

 The delivery address will be included in the formal DVLA Purchase Order. It is the Supplier’s responsibility to ensure that the designated delivery vehicle is dispatched to the correct location.

 **Onsite equipment**

 All three locations have a combination of reach, counterbalance, and clamp forklift trucks along with electric powered pallet trucks and hand pallet trucks. The maximum loaded weight that can be safely managed using the existing equipment is 1.6 metric tonnes.

 **Site Etiquette**

 On arrival delivery drivers must make themselves known to the DVLA Security Team at the security sentry post/gatehouse. The DVLA Security Team will request details from the driver (i.e. driver’s name, vehicle make/model, vehicle registration number etc.) to ensure a match with the information already provided to DVLA when the delivery was pre-booked. The DVLA Security team will process the vehicle and enable access to site accordingly.

 On accessing the site the driver must make themselves known to the DVLA Stores and Logistics staff.

 A ‘goods in’ notification bell is located at the loading bay entrances. Drivers are requested to ring the bell and await the arrival of the stores loading bay supervisor.

 Assistance to offload the delivery will be arranged by the stores supervisor.

 Drivers must not reverse onto the loading bay without expressed permission. The stores supervisor will aid the driver when backing onto the loading bay. Stores and Logistics staff safety protocols must always be observed.

 Drivers must not leave any items unattended or unsigned for at any loading bay entrances. This will trigger a security breach and items being quarantined until deemed safe to accept. This will delay the goods in process.

 When the delivery has been offloaded, checked and approved the Stores Supervisor will sign and provide the relevant remittance slip to the driver (usually the delivery carrier’s official delivery note).

 **Unsafe Load or Non-Compliant Delivery**

 If the loading bay supervisor deems the delivery unsafe or non-compliant the delivery will be rejected back to the Supplier to resolve and re-deliver.

 **Consignment Labelling**

 Labelling must conform to the standards outlined in the Packaging Requirements. Non-compliance will result in the delivery being rejected back to the Supplier to resolve and re-deliver.

 **Exceptional Circumstances**

 It is important that oversized or heavier goods are highlighted to DVLA in your response so that an alternative delivery plan can be provided.

## 15. Management and Contract Administration

Contract Management shall align to the clauses and requirements stated within Order Schedule 15 – Order Contract Management

**15.1 Subcontracting to Small and Medium Enterprises (SMEs):**

15.1.1 The Buyer is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger Suppliers to make their sub-contracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the [GOV.UK](https://www.gov.uk/government/publications/department-for-transport-actions-for-improving-business-opportunities-for-small-and-medium-enterprises) [website](https://www.gov.uk/government/publications/department-for-transport-actions-for-improving-business-opportunities-for-small-and-medium-enterprises) for further information).

15.1.2 To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.

15.1.3 If you tell us you are likely to sub-contract to SMEs, and are awarded this Contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice.

**15.2 Communications**

15.2.1 All communication regarding the Services shall in the first instance be via the main point of contact i.e., the Contract Owner (for the Buyer) and the Service Delivery Lead (for the Supplier).

15.2.2 The Supplier is requested to identify the Key Personnel they propose for the Account Team and their roles and responsibilities. The Supplier is also requested to detail the support the Account Team may obtain from the wider organisation and how this will be accessed.

15.2.3 In terms of Account Management, the Buyer will require the Supplier to provide the following services as a minimum:

* Ad-hoc meetings to cover issues / initiatives as they may arise.
* Non-compliance reporting and escalation.
* Invoicing queries
* Monthly Reports

## 16. Payment

16.1 The Supplier should note that payment of all charges will be made monthly in arrears following receipt of a valid invoice.

16.2 The invoicing procedures are set out at within Annex L - the DVLA Invoicing Procedures.

## 17. Arrangement for End of Contract

17.1 The Supplier shall fully co-operate with the Buyer to ensure a fair and transparent re-tendering process for this Contract. This may require the Suppliers to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement Contract to prevent actual (or perceived) conflicts of interest arising. In the event a new Landscaping and Grounds Maintenance provider is appointed following the re-tendering process, then any costs associated with the exit, transition and knowledge transfer to the new Landscaping and Grounds Maintenance provider shall be borne by the incumbent Supplier.

17.2 Upon completing delivery of the Services, the Supplier shall provide to the Buyer:

* all copies of all data recorded, and records created while delivering the Services; and
* all copies of any data or materials that were provided to the Supplier by the Buyer to facilitate the delivery of the Services.

17.3 Further information can be found in Order Schedule 10 – Exit Management.

## 18. Contract Duration

18.1 The Start Date of the Call-off Contract shall be 01/04/2025.

18.2 The End Date of the Call-off Contract shall be 31/03/2028 with an initial 12 month and further 12 month possible extension available.

## 19. Response Evaluation

19.1 The evaluation will comprise of the following elements:

1. an evaluation of mandatory requirements, if applicable. These will be assessed on a pass/fail basis. Responses that fail any of the mandatory requirements may be disqualified from further consideration.
2. an evaluation of the response based on the quality criteria and social value criteria (if applicable).
3. an evaluation of the prices submitted.

19.2 Selection will be based on the evaluation criteria, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

19.3 Your response will be evaluated using the following weightings and the criteria weightings set out in Annex 1, to obtain the optimal balance of quality and cost.

## 20. Evaluation Criteria and Scoring Methodology

**Mandatory Requirements:**

Annex 1 provides details of any elements/criteria considered as critical to the requirement. These are criteria, which will be evaluated on a pass/fail basis. A fail may result in the response being excluded from further evaluation.

**Quality Criteria:**

Annex 1 provides details of the quality criteria on which responses will be evaluated. This will list the primary criteria along with the allocated percentage weighting and a description of the specific requirement. The overall percentage allocated for the quality criteria is outlined in the table “Overall Weighting Allocation” and the method used to allocate scores is outlined below.

**Quality Criteria Scoring Methodology:**

The scoring methodology used to assess and allocate scores to each criteria are included in the table below:

|  |  |
| --- | --- |
| **Points awarded** | **Description** |
| 100 | Fully meets/evidence provided that demonstrates the requirement can be met. |
| 75 | Good with minor concerns |
| 50 | Minor concerns/issues that the requirement can be met. |
| 25 | Major concerns/issues that the requirement can be met. |
| 0 | Does not meet the requirement, not addressed or no evidence provided. |

Based on the allocated score, a percentage will be calculated against each element using on the following calculation:

(Allocated Score

 X Weighting

Maximum Score)

For example, “Quality Element 1” can be allocated a score between 0 and 100 but carries a weighting of 10%. Supplier A is given a score of 60 for this element so receives a score of (60/100 x 10) = 6%. The scores for each element will then be added together to calculate the overall quality criteria score.

**Financial / Price Criteria**

Evaluation of the prices submitted will be performed separately by a Commercial Finance Accountant and details will not be made available to the Quality Evaluation Panel. This is to ensure fairness and avoid any subconscious influence of a lower price on the quality scoring. The overall percentage weighting allocated for the Financial/Price Criteria is outlined in the table “Overall Weighting Allocation”.

**Financial / Price Criteria Scoring Methodology:**

A Percentage Scoring Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:

The lowest quoted price will be awarded the maximum score available. Each subsequent responses will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

 (Lowest Quoted Price

 X Maximum Score Available (i.e. Weighting)

 Price Quoted per Supplier)

For example, if the Financial/Price weighting allocation is 40%, the maximum score available is 40. Supplier A submits the lowest price of £100,000 and Supplier B submits a price of £180,000. Based on the above calculation Supplier A and B will receive the scores shown below:

Supplier A = 100k/100k x 40 = 40%

Supplier B = 100k/180k x 40 = 22.22%

**Overall Weighting Allocation**

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| **Quality Criteria and Social Value Criteria (if applicable)** | 70% |
| **Financial / Price Criteria** | 30% |
| **Total** | 100% |

**Calculation of Overall Score:**

The allocated score for the quality and Social Value criteria (where applicable) will be added to the Financial/Price Factor score to calculate the overall score for each tender (out of a max available 100%). The tender with the highest overall score will be deemed as successful.

## Annex 1

## Evaluation Criteria

**Mandatory Criteria**

|  |  |  |
| --- | --- | --- |
| **Mandatory Criteria** | **Mandatory Criteria Description** | **Scoring** |
| Order Form and Schedules | If you are awarded the contract, will you promptly, unreservedly, and without caveat agree to sign the awarded contract as detailed in DPS - Schedule 6 - Order Form and Order Schedules. By agreeing to this, the supplier is accepting the terms of the Order Form where the terms of Indexation are set out. So, there should be no negotiation at contract award stage. | Pass/Fail |
| Order Form and Schedules | Do you accept the competition rules as described in Attachment 1 – About the Procurement? Please answer yes or no.  | Pass/Fail |
| Order Form and Schedules | Do you accept the competition rules as described in Attachment 2 – How to Bid document? Please answer yes or no.  | Pass/Fail |
| Order Form and Schedules | If you are awarded the Call-Off Contract, will you unreservedly deliver in full, all the Deliverables as set out in Attachment 3 - Specification and all associated annexes | Pass/Fail |
| Standards - Annex A Standards and Processes | The Bidder shall confirm and accept they can deliver the services in accordance with the standards, accreditations, policies and legislation set out in Annex A Standards and Processes. | Pass/Fail |
| Sustainability | The Bidder shall adhere to Annex C - DVLA Biodiversity Action Plan and the align service delivery accordingly. | Pass/Fail |
| Information Assurance | The Bidder shall confirm that all Personnel accessing the DVLA Premises will have Baseline Personnel Security Standard (BPSS) clearance. | Pass/Fail |
| Health & Safety | The Bidder shall confirm that it will fully comply with Annex E - DVLA Health and Safety Policy and will follow all applicable UK Health and Safety Legislation, Acts, Orders, Regulations and Approved Codes of Practices, at all times. | Pass/Fail |
| Diversity & Inclusion | The Bidder shall confirm that it will comply with Annex F - DVLA Disability Policy. | Pass/Fail |
| Procurement Fraud | The Bidder shall confirm that it will comply with Annex I - DVLA Procurement Counter Fraud and Bribery Statement. | Pass/Fail |

**Scored Quality Criteria and Social Value**

|  |  |  |  |
| --- | --- | --- | --- |
| **Primary Scored Criteria** | **Primary Scored Criteria Weighting (%)** | **Scored Sub-criteria Description** | **Individual Scored Sub -Criteria Weighting (%)** |
| **Quality Criteria** | **60%** | **Service Delivery**The Bidder shall provide a service delivery plan for the Grounds Maintenance as specified. Describe and evidence how you will effectively deliver, plan, co-ordinate and manage the delivery of the services to the required service levels, inclusive of any lessons learnt from other contracts.(maximum of 1,250 words) | 25% |
| **Staffing and Supply Chain**Describe how you will deploy and manage the sufficient resource with the skills and experience required to deliver the objectives stipulated within the specification.). In your response, describe how you will conduct training and recruitment of your staff and how you will performance manage all staff inclusive of the supply chain.(maximum of 1,250 words) | 25% |
| **Business Continuity**Explain how your organisation will maintain delivery of Services for the duration of the Contract to ensure continuity of the service with minimal to no disruption. Provide information for the following:- Reduced resource due to unforeseen circumstances - Supply Chain unavailability- Flooding- Storm damage(maximum of 1,000 words) | 15% |
| **Continuous Improvement and Innovation**Explain how your organisation will ensure that a sustained approach to continuous improvement and innovation will be delivered through you and your supply chain throughout the Contract Period. Provide recent evidence (within 3 years)(maximum of 1,000 words) | 10% |
| **Mobilisation**The Bidder shall provide a Mobilisation Plan which details the below activities (as a minimum) which must outline how the Bidder will achieve integration of services whilst maintaining continuity of current service delivery. The Bidder must detail how the contract will be fully transitioned within three months and align to the commencement of the contract. Shall detail the resources you would use during the mobilisation phase and detail any risks and mitigating actions.(Gant Chart)  | 10% |
| **Management Structure & Resource**Describe your organisation’s proposed Management Team and Key Roles inclusive of the entire supply chain. You must provide an organisation chart inclusive of the supply chain in response to this question.(Organisation Chart) | N/A |
| **Social Value** | **10%** | **Identifying and managing the risks of modern slavery**Your organisation must demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain. Please include:● How you will achieve this and how your commitment meets the Award Criteria, and● A project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:○ action plan○ use of metrics○ tools/processes used to gather data○ reporting○ feedback and improvement○ transparency(maximum of 1,000 words) | 7% |
| **Influencing support for health and wellbeing**Your organisation must demonstrate how you Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. Please include:● How you will achieve this and how your commitment meets the Award Criteria, and● A project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:○ action plan○ use of metrics○ tools/processes used to gather data○ reporting○ feedback and improvement○ transparency(maximum of 1,000 words) | 8% |
|  | **Total = 70%** |  |  |

**Financial/Pricing Criteria**

| **Primary Financial/Pricing Criteria** | **Financial/Pricing Weighting (%)** | **Description** |
| --- | --- | --- |
| **Pricing Requirements** | **30%** | Refer to Order Schedule 5 - Pricing Details |
|  | **Total = 30%** |  |