



Specification

Provision of PFI Contract Expiry Advice
for the Expiry of DVLA's PFI FM Services Contract

FM Futures Programme, DVLA

Contract Reference: PS/21/115

Framework Agreement: RM6187 Management Consultancy Framework 3

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V0.3	13/08/2021	Updated by HS
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V.06	20/08/2021	Updated by LLW
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V0.9	08/09/2021	Updated with DfT comments
V0.10	15/09/2021	Updated with comments post CAB review
V0.11	20/09/2021	Updated with comments post CAB review
V0.12	28/09/2021	Updated with comments from Peter Birkbeck, DFT
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1. Introduction

- 1.1 In accordance with the terms and conditions of the Crown Commercial Services Framework RM6008 Management Consultancy Framework 2. The Department for Transport (DfT) invites proposals for the following Services.
- 1.2 Proposals from prospective suppliers must explain how the supplier proposes to deliver the specified Services, along with the corresponding charges and indicative timescales.
- 1.3 Proposals should be submitted electronically via the DfT Sourcing portal (Jaggaer) by the proposal deadline stated at Section 3. The proposal response must address the evaluation criteria defined at section 11.1 mandatory requirements, 11.2 quality factors and 11.3 social value factors.

2. Background to the Requirement

- 2.1 The Driver and Vehicle Licensing Agency (“DVLA” or the “Authority”) is an Executive Agency of the Department for Transport, based in Swansea, employing around 6,500 staff. The Agency’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.
- 2.2 In March 2005 DVLA entered a 20-year PFI contract with Telereal Trillium (TT) for the refurbishment of the estate and the provision of facilities management (“FM”) services. DVLA and TT have agreed that DVLA has the option to de-scope the Soft Services element from the contract from 31st March 2023 (partial Termination). The contract expires on 31st March 2025.
- 2.3 A FM Futures programme was formed in 2019 within which the PFI Contract Expiry Team has the remit to deliver an effective contract expiry and transition from the current PFI contract. The team comprises DVLA Estates Management, Contract Expiry & Commercial and Project management personnel. A business case was approved by the DVLA Executive team in January 2021 that supported procurement of specialist advice to the programme.
 - I. *Supplier compliance to contract expiry*
 - II. *the scope of assets to be returned and the efficacy of the asset register*
 - III. *handling of the results of a recent comprehensive asset condition survey*
 - IV. *a ‘survey on expiry’ with technical advisers in ensuring that the assets are returned in the requisite condition.*
- 2.4 The PFI contract expiry requires that all assets are returned to DVLA in good condition. The expiry also means that it will be necessary to transition to a different operating model for the delivery of all FM services. It is with both of these challenges that DVLA requires PFI Contract Expiry specialist to provide contract/commercial perspective input to managing
- 2.5 It is anticipated that project leadership/PFI Contractual expiry advice will be required in relation to all matters relating to the Telereal Trillium PFI contract.

3. Procurement Timetable

- 3.1 The timetable for this Procurement is set out in Invitation to Tender (ITT). This timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

Description	Date
Issue ITT via CCS Framework	10/11/2021
Deadline date for clarification of Questions	24/11/2021
Responses Back	3/12/2021
Evaluate Responses (to include potential bid clarification)	6/12/2021 - 10/12/2021
Evaluation Report Sign Off	13 - 14/12/2021
Approval to Award	7/01/2022
Preferred Supplier (Standstill Period)	7/01/2022
Award Contract	21/01/2022

4. Scope

- 4.1 DVLA require a provision to support the management of contract exit and expiry activities and the procurement of new Facilities Management services.

There are two key phases planned within the expiry of the PFI:

- I. *to 31st March 2023 - Soft Services may be de-scoped from the PFI and brought under direct DVLA management. It is anticipated that the re-procurement of these services will start to take place in 2021; and*
- II. *to expiry of the contract on 31st March 2025.*

Should matters at the time require it, the contract may be extended beyond contract expiry to support ongoing post-expiry activity.

Planning for these events has commenced with a Programme team being established.

There are two key workstreams within the programme: -

- *Exit and expiry of the PFI*
- *Future services*

Project leadership and technical advice will be required in relation to the project detailed below: -

- i. *PFI Contract expiry specialist*

5. Implementation and Deliverables

- 5.1 The full scope of services required is detailed within section 6 of this document. The target commencement date for this contract is 21st January 2022. The contract will be awarded for a 3-year period with an extension period available up to 12 months (6+6).
- 5.2 The supplier is requested to provide evidence as to how it proposes to meet the services description outlined in section 6.
- 5.3 Prior to the commencement of the contract, the Supplier shall provide to the DVLA the details of each member of Supplier Personnel who will be attending the in-scope Premises, including evidence of their relevant security clearance as required at Section 13.2.

6. Specifying of the Services

- 6.1 Overarching requirements for the provision of PFI Contract Exit Specialist
 - 6.1.1 The services expected to be supplied but not exclusive to the following, provide expertise in PFI expiry requirements and the requirements of the support to be fully conversant of the contractual requirements and the ability to apply them to ensure that DVLA are suitably supported through the expiry process.
 - 6.1.2 As noted at 2.2, DVLA is approaching the end of its 20-year PFI contract with TT. To achieve a successful outcome, it has set up an 'FM Futures Programme' and within it a PFI Contract Expiry Team to provide strategic guidance, direction, and intervention in managing the contract expiry/hand back process. This will involve assessing the condition of the assets, including what maintenance/lifecycle needs to occur before the asset is handed back, all of which will involve DVLA negotiations with TT. The Programme will also be responsible for developing and implementing the operating model designed to succeed the current Total FM model operated under the PFI contract

DVLA are therefore looking to establish a team with a suitable technical and PFI contract expiry background to be an integral part of the PFI Contract Expiry Team.

The underlying requirement of the team is to ensure that DVLA are suitably supported to mitigate commercial leakage from the PFI contract at the point of expiry. This means that the remaining life of the contract is both commercially and technically managed to provide conclusive and measurable outcomes on expiry of the contract. Similarly, to support the design and implementation of services to replace PFI delivery on expiry.

- 6.1.3 DVLA has commissioned a comprehensive asset survey the results of which will become available from October 2021. DVLA now needs the requisite technical expertise to be incorporated into its expiry programme and requires that the advisors quickly acquaint themselves with the estate and the asset survey results. Thereafter the advisors will familiarise themselves with the survey results to the extent that they are satisfied with their content and are confident to proceed with wider preparations for engagement at a technical level with the service provider

Subsequently the advisors will prepare for and oversee a Survey on Expiry in 2023

6.2 Advisor Support

The DVLA has an established expiry programme with legal advisers and technical support but wants to strengthen its PFI advisory team with two additional roles:

- **Senior PFI Adviser** (Director or Partner level) to the DVLA head of FM Futures Programme and DVLA Management, who will assist on the trajectory of the project, key decisions, risks, and the Trillium relationship. This individual will need to evidence a significant track record in PFI transactions (>10 years)
- **PFI Commercial / Financial Manager** - An experienced resource to coordinate the day-to-day financial aspects of PFI Expiry, including commercial, financial evaluation, accounting implications, and coordinating the input of the Technical and Legal Advisers and DVLA.

Both resources will be retained using a secondment arrangement where the DVLA is responsible for the content of deliverables. If an “Adviser-Reviewed/assured” report is required pricing implications will be agreed at the time.

Senior PFI Adviser

6.2.1 Project initiation activities to comprise:

- Meeting with DVLA Head of FM Futures Programme and Head of DVLA Estates
- Review of PFI contract (with payment schedules) and variations
- Review of asset and service profile
- Understand performance history of Trillium (individuals involved and behaviours)
- Considering Trillium Proposals Interim/future (such as Soft FM removal)
- Identifying high level risks
- Making any recommendations on project Governance and structures

6.2.2 Service advice

- Assisting in understanding “in-scope” service requirements during transition and post termination – can these be disaggregated?
- Identifying transition and post expiry end user requirements
- Options for transition, including removing Soft FM and the relative Value for money of transitional options
- Identifying Staff (TUPE) and asset issues (hand back and quality and provisions) which need to be managed
- Identifying constraints on the services during transition/after e.g., Carbon targets
- Review of Market providers and their strengths and weaknesses (v Trillium)
- Using retention accounts at transition/hand back

- Negotiating with Trillium, re service pricing and content
- Other as identified

6.2.3 Corporate Finance

- Establishing the quantitative evaluation required at transition/after for VfM
- Review of PFI Model (if available)
- Directing options reviews and presenting results to Management
- Advising on Balance Sheet Treatment (International Financial Reporting Interpretations Committee - IFRIC 12 / other) of options
- Identifying information needed from technical and legal advisers to undertake options appraisal/understand other economic and financial impacts
- Assisting with approvals from HMT/IPA/DfT/other
- Other as identified

PFI Commercial / Financial Manager

Receives direction from Head of FMF Programme, Head of Exit and Expiry workstream or directly from Senior PFI Adviser.

6.2.4 Contractual Requirements and Standards

6.2.4.1 It is essential that the supplier understands the requirements of the contract and ensure that the expiry process is fully understood by the DVLA team, all applicable contractual levers are identified, and a strategic plan developed to ensure that the DVLA's estate is transitioned in the condition identified in the contract.

6.2.4.2 The Supplier in conjunction with the technical advisors (Building Surveyance, Mechanical & Engineer Advisor) and shall define the relevant contractual clauses required by the surveyors, engineers, and any specialist third party suppliers undertaking any surveys / audits and brief/train them accordingly to ensure that they fully understand the contractual requirements TT are obligated to comply with, prior to commencing the surveys/ audits.

6.2.4.3 The Supplier in conjunction with the technical advisors (Building Surveyor, Mechanical & Engineer Advisor) will review the results of the current asset survey to determine whether the Sites and Equipment required to deliver the Services (including the site building fabric, and building service elements) have been properly repaired, maintained and/or replaced in accordance with the standards expected of the contract.

6.2.4.4 The Supplier in conjunction with the technical advisors (Building Surveyor, Mechanical & Engineer Advisor) shall develop documentation to define the scope of any future surveys and assess the outputs to determine whether the Sites and Equipment required to deliver the Services (including the site building

fabric, and building service elements) have been properly repaired, maintained and/or replaced in accordance with the standards expected of the contract.

6.2.4.5 Any breach of the contractual requirements should be recorded and communicated back to TT in accordance with the contractual processes.

6.2.4.6 The Supplier shall maintain all master documentation, including schedules of dilapidations and reports.

6.2.4.7 The Supplier shall identify contractual clauses that are open to interpretation and shall seek guidance from DVLA Contract Owner who will engage with the appointed DVLA legal team on any matters of ambiguity, documenting the risks, actions, and decisions.

6.2.4.8 The Contract Expiry Advisors shall identify areas of the contract that pose most risk to the DVLA, shall maintain a risk register and propose mitigations to the DVLA to reduce the future commercial liabilities.

6.2.4.9 The Contract Expiry Advisors shall engage with the wider DVLA team to determine the optimum approach to negotiating with TT on all matters related to Expiry.

6.3 Service Charge Information, Communication and Annual Accounts

The Supplier and DVLA shall assess the status of the service charges and undertake a full and detailed audit to determine whether the landlord is meeting the lease obligations, taking into consideration the information / communication detailing the works undertaken during the tenancy or whether there are any ongoing disputes regarding landlord works that are creating a delay to the repairing obligations.

6.4 Site Specific documentation

The Supplier must undertake a thorough review and assessment of all available site-specific documentation provided by TT including assessment of its accuracy and completeness.

The supplier shall maintain a master tracker of all missing or incomplete information identified by the Contract Expiry Advisor/Technical Advisors/surveyors/engineers and request any missing information formally.

These details include: -

- i. *the list of site-specific information to be provided and reviewed ahead of surveys*
- ii. *the reporting format and the Request for Information (RFI) process / reporting format.*

6.5 Statutory Certification and Documentation

The Supplier shall undertake a forensic audit of each building's statutory compliance status in two distinct phases; approximately 24 months prior to expiry (31st March 2023) to identify an action plan, which will be presented to DVLA for review and consideration. DVLA will engage with TT to discuss the findings, which may result in TT having to undertake remedial action ahead of contract expiry.

The second phase of forensic type audits will be undertaken immediately on expiry to determine the final status.

These audits will be more in depth than those undertaken by the Technical Advisors during the inspections with the intention of identifying any systemic failings, long-term implications, and potential liabilities to the DVLA.

The Supplier will then advise the DVLA on the most appropriate contractual mechanism to mitigate these risks during the expiry process. In addition, this requirement will assist the dispute resolution process should DVLA need to trigger this mechanism by providing clarity and evidence of TT compliance status.

The details of these findings must be complemented by a reporting format that will be agreed and developed with DVLA and direct access into the CAFM system will be required for auditing purposes.

For the avoidance of doubt Pick Everard will be conducting the Asset condition survey on the DVLA estate and presenting the findings to DVLA.

6.6 Management of survey process

The Supplier shall review the output from the Surveyors/Engineers (Pick Everard) and Technical specialists (Building Surveyor, Mechanical & Electrical Advisor) including the photographic evidence and technical reports. The Supplier shall quality assess the outputs, seek clarifications from the originators and ensure the contractual obligations have been fully and properly assessed.

The Supplier shall maintain the master schedules of dilapidations, ensuring that they appropriately and consistently costed and the requirements for the contractor to remedy are clear.

6.7 Intellectual Property, Intellectual Property Rights and Other Rights

The Supplier shall undertake a detailed analysis of DVLA's position in relation to IP/IPR and other rights and report with recommendations for the satisfactory hand back of all related assets within 6 months of contract initiation.

6.8 Project status report

The Supplier will support the reporting process of the Technical Advisors (Building Surveyor, Mechanical & Electrical Advisor) who together with appointed

Surveyors/Engineers and technical specialists are required to undertake an assessment of the status of the project and Asset Lifecycle Replacement (LCR) in flight and a detailed cost audit during the expiry process to ensure the cost applied to final project/LCR status is accurate and any handover documentation/warranties have been provided. For the avoidance of doubt TT have a schedule of LCR work, which is currently behind schedule.

6.9 Transition plans to new Facilities Management suppliers

The Supplier shall utilise the outputs emanating from the inspections, statutory compliance audits, contract, and legal reviews and project/LCR audits to support the team managing the transition to the Target Operating Model to ensure costs are minimised, commercial, and technical risks are mitigated, and that operational performance meets an acceptable service delivery standard.

6.10 Related Matters

The PFI expiry services expected to be supplied are broad. They are outlined with section 6.1- 6.9 although the list is not exclusive. The requirements of the contract expiry advisory support need to be fully conversant of the DVLA contractual requirements with the proven ability to apply them correctly, appropriately, and intelligently to ensure that DVLA are suitably supported through the expiry process: and additional related matters are within scope of this requirement and will be substantiated by dialogue between the Supplier and DVLA.

7. Demand

The table below sets out an estimated indication of demand based on the requirements set out in 6. However, further clarification and collaborative discussions with the Supplier will take place during the early contract engagement. DVLA will provide further information on which planning assumptions can be refined. Demand requirement during the term of the contract will be reviewed in partnership during Contract Management meetings with adequate notice provided from DVLA to the supplier.

Please note: The assumption of resource detailed in the table below is not a commitment of work for the term of the contract and is provided for illustration purposes at this time.

Financial Year	Assumption of resource requirement
2021-22	From January 2022 - 1x PFI Senior PFI Adviser @ 5 days a month 1 x PFI Financial/Commercial Manager @ 20 days a month
2022-23	1x PFI Senior PFI Adviser @ 5 days a month 1 x PFI Financial/Commercial Manager @ 20 days a month
2023-24	1x PFI Senior PFI Adviser @ 5 days a month 1 x PFI Financial/Commercial Manager @ 20 days a month

2024-25	1x PFI Senior PFI Adviser @ 5 days a month 1 x PFI Financial/Commercial Manager @ 20 days a month
2025-26:	Post-expiry run-off works 1x PFI Senior PFI Adviser @ 5 days a month 1 x PFI Financial/Commercial Manager @ 20 days a month

8. Onboarding

8.1 Within 2 weeks of Contract Award, the Advisors must attend a “start-up meeting” at the DVLA’s Premises or via a virtual setting, to review the timescales, scope of deliverables, work packages, methods, and process of achieving deliverables, targets and payment schedule and any other relevant aspect of the Services as necessary to ensure the Parties’ mutual understanding of the requirements for delivery of the Services.

8.2 The Advisors must ensure their planning and delivery of the Services complies with the DVLA requirement of commencement of the service two weeks from contract award.

The Advisors shall acknowledge and agree that DVLA may request, on occasion, that the Advisor’s work in collaboration with external stakeholders to:

- I. support the delivery of novel, complex or strategically important requirement; and/or*
- II. build and/or complement capability and capacity across the Programme team.*

8.3 All visitors are booked in via the pass offices and adhere to the pass off procedures (Now including the completion of a Covid-19 questionnaire). Off the back of the questionnaire the DVLA Covid-19 risk assessment is to be communicated to the contractor/visitor before entering site.

8.4 Although not mandatory, advisors attending site are encouraged to undergo lateral flow test-This can be arranged by EMG.

8.5 Access clearance required for visitors/contractors and equipment.

8.6 New visitors / contractors are made aware of emergency procedures in the event of an emergency.

8.7 New visitors / contractors to receive a site induction and adhere to agency and security policies.

9. Quality Assurance Requirements

9.1 Standards

9.1.1 The Supplier shall ensure that the Services are delivered by individuals who:

- a. have experienced in negotiating, drafting, coordinating, and advising on all aspects of PFI projects pertaining to PFI Contract exit and expiry.

- b. have the appropriate PFI FM Sector skills, experience, and qualifications to undertake the specified work in a credible and competent manner with experience of supporting PFI contract termination and/or other descopeing or exit arrangements; and
 - c. at all times apply due diligence, care, and regard to the quality of their work.
- 9.1.2 The Supplier shall appoint a named lead individual with overall responsibility for delivery of the Services (the Supplier “Service Delivery Lead” as per Section 28.2). The Supplier shall guarantee continuity of the named individuals for the duration of engagement only to be changed with DVLA approval.

9.2 Conduct

- 9.2.1 The Supplier Personnel shall always comply with the Code of Conduct at Annex A – Code of Conduct.

9.3 Quality Assurance

- 9.3.1 The DVLA shall quality-assure each of the Suppliers outputs and Deliverables as they become available and shall discuss any findings with the Supplier without delay, with a view to agreeing any reasonable improvements that may be required.

10. Social Value

- 10.1 In addition to the core deliverables of this tender, DVLA require that core social value themes are addressed by the Supplier, with evidence required that sufficiently meet these requirements. The themes of tackling economic inequality, fighting climate change and equal opportunity are in scope and are detailed further below.

10.1.1 Tackling economic inequality

The supplier will be required to evidence how it creates employment opportunities, particularly for those who face barriers to employment whilst promoting social mobility.

10.1.2 Equal Opportunity

DVLA is an advocate of the modern slavery act 2015 and as such, the supplier must provide evidence of how it promotes an inclusive workforce, supporting services and supply chain void of modern slavery.

10.1.3 Fighting Climate Change

DVLA is committed to reducing its impact on the environment and strives for continuous improvement through the UK Governments’ Greening Government Commitments. The supplier must collaborate with the agency to achieve these commitments.

The supplier must provide detail of how environmental benefits can be obtained within the performance of this contract, which must include working towards net zero carbon emissions and the reduction of paper and acceptance of electronic communication and electronic signatures for official documentation where applicable.

11. Evaluation Criteria: Quality Factor

The evaluation of bids will be undertaken on the basis detailed in section 12. In summary, bids which satisfy the mandatory criteria will be scored based on:

Quality factors – 60%

Social Value – 10%

Price factors – 30%

11.1 Evaluation Criteria: Mandatory

Mandatory Criteria	
Description	Scoring Option
11.1.1 The Supplier must be able to demonstrate sector leadership and knowledge pertaining to the activities detailed in section 6.1-6.10	(Pass/Fail)
11.1.2 The supplier must confirm they can meet the resource requirements detailed at section 7	(Pass/Fail)

11.2 Evaluation Criteria: Quality Criteria

Primary Criteria	Sub-Criteria	Description	Individual Sub - Criteria Weighting (%)
Experience, Resource & Engagement	Senior PFI Advisor	11.2.1 Please detail how you will meet the requirements as outlined within 6.2.1- 6.2.3, providing any relevant experience relating to PFI descoping and/or expiry arrangements.	10
	PFI Commercial & Financial Manager	11.2.2 Please detail how you will meet the requirements as outlined within 6.2.4.1 – 6.2.4.9, providing any relevant experience relating to PFI descoping and/or expiry arrangements.	10
		11.2.3 Please detail how you will meet the requirements as outlined within 6.4, 6.5, 6.6 providing any relevant experience relating to PFI descoping and/or expiry arrangements.	10
		11.2.4 Please detail how you will meet the requirements as outlined within 6.7 and 6.9 providing any relevant experience relating to PFI descoping and/or expiry arrangements.	10

		11.2.5	Please outline what you consider to be the key contract expiry issues at the end of a PFI contract, and how would you address them?	5
		11.2.6	What areas do you consider presents the greatest risk at the end of a PFI contract, and how would you mitigate them?	5
		11.2.7	Please detail your experience and qualifications relating to negotiating, drafting, coordinating, and advising on all aspects of PFI projects pertaining to Contract termination, partial descopeing and expiry. Please provide CVs to qualify this information and evidence.	10

11.3 Evaluation Criteria: Social Value Factors

Suppliers are advised to utilise the information on Social Value provided on the link below: -

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf

Primary Criteria	Primary Criteria Weighting (%)	Sub Criteria	Sub-criteria weighting and description	Individual Sub - Criteria Weighting (%)
Social Value	10	Tackling economic inequality 2.2 Employment	<p>11.3.1 Using a maximum of 1000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome stated at Model Award Criteria (MAC) 2.2 please see above link and Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed 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: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency • how you will influence staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering. 	4

		<p>Equal opportunity</p> <p>6.3 Identifying and managing the risks of modern slavery</p>	<p>11.3.2 Using a maximum of 1000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome stated at MAC 6.3 please see above link and Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed 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. <p>You should include but not be limited to:</p> <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency <ul style="list-style-type: none"> • how you will influence staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering. 	3
		<p>Fighting climate change</p> <p>4.1 Additional environmental benefits</p>	<p>11.3.3 Using a maximum of 1000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome stated at MAC 4.1 please see above link and Model Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed 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. <p>You should include but not be limited to:</p> <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency 	3

12. Evaluation Criteria

- 12.1 Selection of the supplier proposal will be based on the evaluation criteria encompassing the **most economically advantageous tender**, which demonstrates a high degree of overall value for money, competence, credibility, and ability to deliver using the weightings detailed below to obtain the optimal balance of quality and cost.

This section sets out and explains the procedure and process by which Tenders will be assessed.

- 12.2 DVLA will assess the Tender Responses to the requirement as detailed below.

An evaluation of mandatory requirements as detailed in Section 11.1 Mandatory Criteria. This will be assessed on a pass/fail basis. Tenders that fail either of these mandatory requirements will be disqualified from further consideration.

- 12.3 An evaluation of the Tender based on section 11.2 Quality Criteria, 11.3 Social Value Criteria: and,
An evaluation of the prices tendered.

Quality Factors:

Supplier Responses to these Quality Requirements will be scored on the following basis:

Points:	
Does not meet the requirement, not addressed, or no evidence provided	0 points
Major concerns / issues that the requirement can be met	1 point
Minor concerns / issues that the requirement can be met	2 points
The Supplier demonstrates fully that they can meet the requirement as detailed in the Specification	3 points

In the table above:

0 points - i.e., 0% of available marks for sub criterion

1 point - i.e., 33% of available marks for sub criterion

2 points - i.e., 66% of available marks for sub criterion

3 points - i.e., 100% of available marks for sub criterion

[Only those tenders [scoring a minimum of [2] will be accepted.]

Financial / Price Factors Scoring Methodology:

A Percentage Scoring Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:
 Firstly, the lowest tendered price will be awarded the maximum score available. Each subsequent bid will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

$$\frac{\text{Lowest Tendered Price}}{\text{Tender Price Submitted per Supplier}} \times \text{Maximum Score Available}$$

Tender Price Submitted per supplier will be the day rate (include any discounts by year/volume) multiplied by the assumed level of effort supplied above (January 22 to January '25)

Selection will be based on the Evaluation Criteria, encompassing the most economically advantageous tender, which demonstrates a high degree of overall value for money, competence, credibility, and ability to deliver.

13. Information Assurance

13.1 Removable Media

Removable media is not permitted in the delivery of the Services. Where there is a requirement for Supplier Personnel to take data off site in electronic format, DVLA will consider whether it is appropriate to supply an encrypted hard drive.

13.2 Security Clearance Level 2 (Baseline Personnel Security Standard)

Tenderers are required to confirm in their tender response that any Contractor's Staff that will be accessing the DVLA Site to provide routine maintenance or have access to the DVLA site and DVLA systems have Baseline Personnel Security Standard clearance (BPSS). 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 Baseline Standard verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity, and proper reliability of prospective staff. Tenderers are required to provide evidence of relevant Contractor's Staff clearance in their tender response.

13.3 Information Supply Chain

Suppliers are required to confirm how DVLA Data will be securely managed at each stage of the Information Supply Chain. This applies to both Supplier and any Sub-Contractors. Retention schedules will need to be defined and agreed prior to award of contract.

This contract may require the successful Supplier to process Government data. The successful tenderer will be required to complete a Statement of Assurance Questionnaire (Questionnaire attached as an Annex) during the Standstill Period, and upon request from DVLA for the duration of the contract, to satisfy DVLA that its data will be appropriately protected.

The tenderer shall allow for audits of its Data Processing activity by the DVLA or the DVLA's representative and/or designated auditor.

13.4 Processing of Government Data

- 13.4.1 This contract will require the Supplier to process Government data on DVLA's behalf. The Supplier will be required to complete the Statement of Assurance Questionnaire ("SOAQ") at *Annex B - Statement of Assurance Questionnaire* during the Standstill Period, to satisfy the DVLA that its data will be appropriately protected.
- 13.4.2 The purpose of the SOAQ is to assess the maturity of policies, systems and controls associated with the handling of our data. The SOAQ was developed for use throughout the Government supply chain and is based on ISO27001 criteria and aligned to the HMG Security Policy Framework.
- 13.4.3 Suppliers are required to confirm their understanding and acceptance of the requirement to complete and return the SOAQ during the Standstill Period.
- 13.4.4 The completed SOAQ will be assessed by our Information Assurance Group and DVLA will work with the Supplier to address any information aspects requiring improvement.
- 13.4.5 The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third-party suppliers. The SOAQ will therefore need to be completed annually throughout the term of each contract to assess ongoing compliance. DVLA may also audit suppliers to validate the responses and evidence provided in the SOAQ.

13.5 Processing Personal Data

13.5.1 The Supplier as part of the contract agrees to comply with all applicable requirements of the Data Protection legislation (including the General Data Protection Regulation ((EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), Data Protection Act 2018, and all applicable Law about the processing of personal data and privacy).

13.6 Offshoring of Government Data

- 13.6.1 Any request to offshore must receive clearance and approval from DVLA prior to the commencement of any data processing activity.
- 13.6.2 The Supplier shall not and shall ensure that none of its Sub-contractors shall not, transfer DVLA Data outside the EEA without the prior written consent of DVLA and the Supplier shall not change where it or any of its Sub-contractors' process DVLA Data without DVLA's prior written consent which may be subject to conditions.

14. Cyber Security

- 14.1 The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet-based threats.

- 14.2 It is mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.
<https://www.gov.uk/government/publications/government-security-classifications>
- 14.3 All potential Supplier's for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below provides further information:
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- 14.4 As this requirement features the above characteristics, you are required to demonstrate in your Proposal that:
- Your organisation has Cyber Essentials certification; **or**
 - Your organisation will be able to secure Cyber Essentials certification prior to contract award; **or**
 - Your organisation has other evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet-based threats in respect to the following five technical areas:
 - i. Boundary firewalls and internet gateways.
 - ii. Secure configuration.
 - iii. Access control.
 - iv. Malware protection; and
 - v. Patch management.
- 14.5 The Supplier will be required to provide evidence of Cyber Essentials certification 'or equivalent' (i.e., demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to Contract Award. This will be through the completion of the Statement of Assurance Questionnaire.
- 14.6 The Supplier will be required to secure and provide evidence of Cyber Essentials re-certification 'or equivalent' (i.e., demonstrate they meet the five technical areas) on an annual basis throughout the term of the contract.
- 14.7 Details of certification bodies are available at:
<https://www.cyberstreetwise.com/cyberessentials>
- 14.8 Transmission of Encrypted Data: The Supplier will be expected to make use of DVLA's encrypted portal for the transmission of official documents as outlined in the embedded document below.

15. Data Sharing

- 15.1 The DVLA's Contract Owner (see Section 23) will work with the Supplier to implement any data sharing procedures and associated DVLA requirements needed to deliver the Services. If the Supplier proposes the introduction of any new data or information sharing arrangements with DVLA this may need to be

formally assessed and approved through the DVLA's Data Sharing Clearance Process.

- 15.2 The Supplier will submit the proposals via the DVLA's Contract Owner for consideration through DVLA's Data Sharing Clearance process. Any proposals shall be considered and if approved an implementation plan will be formally offered to and accepted by both DVLA and the Supplier before commencement. This approvals process is designed to assess and identify additional measures and safeguards that may be required to protect data to those already stated in this Specification document.

16. Sustainability

- 16.1 The Supplier must confirm their understanding and acceptance of each point 16.2 to **Error! Reference source not found.** and supply information if it has been requested.
- 16.2 The DVLA is committed to sustainability and as such the Supplier should consider this as part of their submission. The DVLA requires the Supplier to:
- 16.3 Confirm that it will comply with DVLA's Environmental Policy at *Annex C – Environmental Policy*;
- 16.4 Where appropriate, assist DVLA in achieving its Greening Government Commitments as detailed on www.gov.uk, i.e., to reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced.
- 16.5 Be able to evidence continual environmental improvements in their own organisation (ideally through an accredited EMS, i.e., ISO 14001, Green Dragon etc); and
- 16.6 Ensure its own supply chain does not have a negative environmental or social impact.
- 16.7 The supplier will aim to travel sustainability between sites whilst conducting DVLA business.
- 16.8 Where required, be able to provide data on carbon emissions related to the products/services being supplied to aid with scope 3 emission calculations.
- 16.9 The Supplier shall provide their sustainability or environmental policy.

17. Health and Safety

- 17.1 The Supplier must confirm that it will fully comply with DVLA's Health and Safety Policy at *Annex D – Health & Safety Policy* and will follow all applicable UK and EU Health and Safety Legislation, Acts, Orders, Regulations and Approved Codes of Practices, at all times.
- 17.2 The Supplier must:
- 17.2.1 have an appointed competent person responsible for Health and Safety, whose details will be made available to DVLA on request.
 - 17.2.2 have adequate provision for their own first aid when on DVLA sites.

- 17.2.3 have an accident reporting and recording process for all near miss, accidents/incidents, or violent or aggressive behaviours. Any incident on DVLA sites should be reported immediately to DVLA's Health and Safety Team.
- 17.2.4 communicate with DVLA on any health and safety matter or issue in relation to the contract/product/supply of goods or services, notifying DVLA of any Health and Safety hazard which may arise in connection with its supply of goods, products, or services.
- 17.2.5 indemnify DVLA 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 DVLA.
- 17.2.6 have suitable and sufficient insurance cover for all business/products/services supplied or provided to the DVLA.
- 17.2.7 provide suitable and sufficient health and safety training, information, and instruction for all its Personnel, Supplier or subcontractors, records of which are to be made available to the DVLA on request.
- 17.2.8 engage with DVLA's Security team and/or Estates Management Group to arrange access to all DVLA premises/buildings.
- 17.2.9 at all times comply with the reasonable instructions of DVLA Personnel, or the personnel of the DVLA's FM supply chain (including TT, CBRE and Sodexo). This includes any request to wear personal protective equipment relevant to the specific location being attended. Suitable personal protective equipment must be provided by the Supplier if required.
- 17.2.10 comply with all vehicle and driver legal requirements and DVLA policies whilst driving on DVLA Premises or conducting business for DVLA.
- 17.3 Prior to Supplier Personnel commencing any activities in delivering the Services the Supplier must provide to the DVLA for its approval written evidence, for each specific relevant member of Supplier Personnel, of:
 - 17.3.1 valid Construction Skills Certification Scheme ("CSCS") cards or equivalent, as appropriate to the activities to be undertaken by those Personnel.
 - 17.3.2 valid certification to safely operate or use any access equipment that is necessary for those Personnel to deliver the Services.

18. Diversity and Inclusion

- 18.1 The Supplier must confirm that it will comply with DVLA's Diversity and Inclusion Policy at *Annex E – Diversity & Inclusion Policy*.

19. Business Continuity

- 19.1 The Supplier shall provide a statement regarding the scope of their Business Continuity and Disaster Recovery Plans to protect DVLA from the consequences of business interruptions.
- 19.2 As a minimum this statement must cover the Supplier's arrangements to:

- 19.2.1 safeguard the data they have collected in delivering the Services (whilst complying with the requirements of Sections 13,14 and 15),
- 19.2.2 mitigate potential shortages of Supplier Personnel; and
- 19.2.3 recover from incidents that have the potential to impact the Supplier's delivery of the Services against agreed plans.

20. Procurement Fraud

- 20.1 The Supplier must confirm that it will comply with DVLA's Procurement Counter Fraud Statement at Annex F – Procurement Fraud Statement
- 20.2 The supplier is requested to provide its Bribery and Corruption response plan.

21. DVLA Brands, Logos & Trademarks

- 21.1 The Supplier must confirm that it will comply with DVLA's Brands, Logos and Trademarks guidelines at Annex G – Brands, Logos and Trademarks

22. Armed Forces Covenant

- 22.1 The Supplier must confirm that it has considered the optional Armed Forces Covenant at Annex H – Armed Forces Covenant.

23. Management and Contract Administration

23.1 Communication & Meetings

- 23.1.1 All communication regarding the Services shall in the first instance be via the main points of contact defined at Section 28, i.e., the Contract Owner (for the DVLA) and the Service Delivery Lead (for the Supplier).
- 23.1.2 Communications regarding escalation of any issues must utilise the relevant escalation point of contact defined at Section 288.
- 23.1.3 During the contract period, the Parties shall meet at least weekly to:
 - report progress against the Plan/Schedule.
 - highlight any issues or blockers to delivery of the Services at the earliest opportunity.
 - review any outputs delivered to the DVLA.
 - agree work plans and deliverables for forthcoming week.
- 23.1.4 Weekly meetings pursuant to Section 23.1.3 shall be conducted in person or via MS teams, unless agreed otherwise by the DVLA.
- 23.1.5 Attendees at the weekly meetings pursuant to Section 23.1.3 shall be as a minimum the Supplier Service Delivery Lead and the DVLA Contract Owner (or the authorised representative(s) of each), as defined at Section 28.

- 23.1.6 The Supplier shall record and circulate minutes of the weekly meeting, with actions and confirmation of the number of hours / days worked the prior week.

23.2 Supplier Performance

- 23.2.1 The DVLA shall monitor the Supplier's performance in delivering the Services in accordance with the Service Specification, including but not limited to:
- 23.2.2 the Supplier's progress in delivering against the latest agreed Delivery Plans.
- 23.2.3 the Supplier's achievement of agreed Delivery Milestones and
- 23.2.4 the conduct of Supplier Personnel.
- 23.2.5 Performance feedback shall be jointly reviewed by the Parties at least weekly throughout the delivery of the Services. Any performance issues identified shall be the subject of an appropriate and proportionate plan for rectification, to be mutually agreed between the Parties and implemented without unreasonable delay.
- 23.2.6 On-time delivery of the specified Services by the Supplier is incentivised via the linkage of Supplier payment to the achievement of Delivery Milestones, as set out in Section 24.

23.3 Facilities for the Supplier's use

- 23.3.1 If applicable, the DVLA will provide limited office accommodation for use by Supplier Personnel during the contract period and for a limited subsequent period to facilitate creation of the Supplier Deliverables. This may be in an open-plan office area.
- 23.3.2 The DVLA will provide access to normal office amenities for use by Supplier Personnel whilst at the DVLA Premises, including power sockets, Wi-Fi, toilets, café, restaurant, and shop. Wi-Fi must only be used by the Supplier Personnel for the purpose of delivering the Services and connectivity cannot be guaranteed across all the locations to be surveyed.
- 23.3.3 Parking facilities at DVLA Premises are prioritised for DVLA staff use and are fully utilised on most days. As such, on-Premises parking for Supplier personnel will be restricted to the visitors car park whereby availability is limited. However, the DVLA will provide the Supplier with details of nearby overflow parking arrangements. For example, the DVLA provides a free regular shuttle service between its "Main Site" and a nearby "park and share" car park, which Supplier Personnel will be expected to use.

24. Payment & Invoicing

Payment

- 24.1.1 The charges payable by the DVLA to the Supplier for delivering the Services shall be governed by the agreed work packages and day rates quoted in the

Supplier's Proposal, which must be evidenced by correspondence and/or timesheets.

- 24.1.2 The Supplier's delivery of the Services shall be subject always to a limit on Supplier Charges agreed between the Parties (the "Day Rate Cap"):
- 24.1.3 From commencement of delivery, the initial Day Rate Cap shall be set at the rates stipulated within the tender submission.
- 24.1.4 Subsequent change to the Day Rate Cap may be implemented at any time, subject to the mutual written agreement of both Parties.
- 24.1.5 The Supplier shall continually monitor the total of its accrued charges that are to be billed to the DVLA and shall provide the DVLA with reasonable notice when such charges are approaching the latest agreed Spend Cap.
- 24.1.6 The Supplier must not allow its total charges to exceed the latest agreed Spend Cap without the DVLA's prior written approval.

Invoicing

- 24.2.1 Upon achieving Sign-off of an individual Delivery Milestone in accordance with Section 0, the Supplier shall be entitled to invoice the DVLA in arrears for the agreed remuneration amount corresponding to that specific Milestone.
- 24.2.2 The Supplier shall comply with the DVLA Standard Invoicing Procedures detailed below:

- a. All invoices and/or credit notes must be an original document.
- b. Any correspondence/enquiries which are sent to the designated email address for invoices/credit notes and are not an original invoice and/or credit note will be deleted, with no action being taken.
- c. All invoices and/or credit notes will either need to be sent electronically as an attachment to an email or as a hard copy document through the post to the designated email or postal address listed below:

Email: ssainvoice@sharedservicesarvato.co.uk

Postal Address: Shared Services Arvato
5 Sandringham Park
Swansea Vale
SA7 0EA

- d. If an original invoice and/or credit note is sent electronically, then the same document must NOT be sent as a hard copy through the post and vice versa.
- e. All electronics invoice and/or credit notes must be sent in a PDF format. Any documents which are received and are not in a PDF format will be deleted with no action being taken.
- f. All invoices or credit notes must quote a valid Purchase Order number i.e., one that is in the format 8000XXXXXX. This will be found on the Purchase Order you receive.
- g. A 10Mb maximum file size per email is applicable.
- h. If the e-invoice is encrypted, this could result in the invoice being blocked by Arvato email security filters.

- i. The e-invoices must not include profanities, as these will also be blocked by Arvato email security filters and may delay/stop the invoice being received.
- j. You should not provide goods or services without receipt of a valid Purchase Order.
- k. Do not undertake new work or supply goods or services more than the original Purchase Order Value.
- l. If an incorrect Purchase Order number or no Purchase Order number is quoted the invoice will be returned to you. You will be able to handwrite the correct Purchase Order numbers on the invoices that are returned, however it is preferable that you change it on your system and reissue to ensure any future invoices are referenced correctly.
- m. Credit notes should quote the Purchase Order number and your original invoice reference along with details of what the credit note applies to, particularly if it is not for the full value of the invoice.
- n. Identify the business unit that the invoice or credit note relates to (e.g., "DVLA").
- o. Shared Services Arvato cannot be responsible for any e-invoice until it has been received. Responsibility for ensuring the e-invoice is received by Arvato in a timely manner lies with the Supplier.
- p. All Supplier invoices and payment enquiries must be directed to Shared Services Arvato. If you contact the relevant business unit directly, they will direct you to Shared Services Arvato.
- q. How to Notify us of a Change: If you change important information, such as your organisation's contact or bank details, we will need written official correspondence. Please notify Shared Services Arvato as soon as possible:

Tel: 0844 892 0343

Email: support@sharedservicesarvato.co.uk (original invoices/credit notes must NOT be sent to this email address)

Postal Address: Shared Services Arvato
5 Sandringham Park
Swansea Vale
SA7 0EA

- r. Enquiring about progress of payments:
 - i. For all payment and invoice queries you will need to contact the Shared Services Arvato Service and Support Desk directly on 0844 892 0343. When calling you should quote the Purchase Order number, your vendor account number (if known) and the business unit you are invoicing (e.g., DVLA).
 - ii. You should ask for your communication to be logged on a "service ticket" along with your contact details. This will allow all issues relating to your query to be logged under a unique reference number.

- iii. You should quote the service ticket number in any follow up conversations.
- iv. If Shared Services Arvato has the invoice but cannot release it for payment, you are required to take appropriate action to ensure it can be paid.
- v. If the invoice has not been received by Shared Services Arvato, the responsibility is on you to get the invoice to Shared Services Arvato. If you are sending invoices to anyone other than Shared Services Arvato, please change your customer invoicing address to Shared Services Arvato.
- vi. If a response from Shared Services Arvato is required, one will be provided to you within 10 working days.
- vii. If you have any remittance queries, these should be discussed with Shared Services Arvato:

Tel: 0844 892 0343

Email: support@sharedservicesarvato.co.uk (original invoices/credit notes must NOT be sent to this email address)

- viii. You must also ensure that a statement is sent to Shared Services Arvato monthly to aid prompt payment of invoices (email and postal address as above)

25. Knowledge Transfer

- 25.1 Where the Supplier becomes aware of any relevant changes in the industry, the knowledge of which could be beneficial to the DVLA's use of the outputs from the Services, the Supplier shall agree with the DVLA suitable arrangements to transfer this knowledge to the DVLA before the conclusion of this contract.

26. Sub-contracting to Small and Medium Enterprises ("SMEs")

- 26.1 DfT is committed to removing barriers to SME participation in its contracts and would like to also actively encourage its larger Supplier's to make their sub-contracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the DfT website for further information).
- 26.2 To help us measure the volume of business we do with SMEs; we may ask you about the size of your own organisation and those in your supply chain.
- 26.3 If you tell us you are likely to sub-contract to SMEs, and are awarded this contract, we may 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 on our website.

27. Arrangement for End of Contract

- 27.1 The Supplier shall fully cooperate with the DVLA 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 Technical Supplier is appointed following the re-tendering process, then any costs associated with the

exit, transition and knowledge transfer to the new supplier shall be borne by the incumbent Supplier.

27.2 Upon completing delivery of the task, the Supplier's shall provide to the DVLA:

27.3 all copies of all data recorded, and records created while delivering the Services;
and

27.4 all copies of any data or materials that were provided to the Supplier's by the DVLA to facilitate the delivery of the Services.

28. Key Personnel

28.1 The key DVLA Personnel during procurement and delivery of the Services are detailed in the following table

Role	Contact details	Key responsibilities
Commercial Category Specialist	Marc Hobbs Marc.Hobbs@dvla.gov.uk XXXXXX redacted under FOIA section no 40 personal information Commercial Directorate C1 East, DVLA, Morriston, Swansea SA6 7JL	<ul style="list-style-type: none"> Procurement lead. First point of contact for all Supplier's queries during procurement process. Ensure commercial compliance and handle commercial issues/queries during Service delivery.
Commercial Category Manager	Mark Lewis Mark.Lewis3@dvla.gov.uk 01792 786071 Commercial Directorate C1 East, DVLA, Morriston, Swansea SA6 7JL	<ul style="list-style-type: none"> Escalation point for commercial issues.
Contract Owner	Louise Loewenson-Williams Louise.Loewenson-Williams@dvla.gov.uk Estates Management Group, HR & Estates Directorate C1 West, DVLA, Morriston, Swansea SA6 7JL	<ul style="list-style-type: none"> DVLA Project Lead. Handle operational issues/queries during Service delivery. Manage Supplier's performance. Sign-off of Supplier's deliverables/outputs.
Lead Officer	David Marshalsay David.Marshalsay@dvla.gov.uk Estates Management Group, HR & Estates Directorate C1 West, DVLA, Morriston, Swansea SA6 7JL	<ul style="list-style-type: none"> Escalation point for operational issues.

28.2 The key Supplier's Personnel during procurement and delivery of the Services shall be specified in the Supplier's proposal by completing the "Contact details" column of the following table:

Role	Contact details	Key responsibilities/attributes
Commercial Lead		<ul style="list-style-type: none"> Proposal lead. First point of contact for DVLA queries during procurement process.

		<ul style="list-style-type: none"> • Ensure commercial compliance and handle commercial issues/queries during Service delivery.
Commercial Manager		<ul style="list-style-type: none"> • Escalation point for commercial issues.
Service Delivery Lead		<ul style="list-style-type: none"> • Overall responsibility for delivery of the Services. • Handle operational issues/queries during Service delivery. • Chartered member of the Royal Institution of Chartered Surveyors. •
Service Delivery Manager		<ul style="list-style-type: none"> • Escalation point for Service delivery issues.

29. Clarification

- 29.1 Should the potential Supplier's wish to clarify any aspect of this procurement, they should submit their query as a "Clarification Question", which will be an available function within the Jaggaer DFT Sourcing portal by the Clarification Question Deadline at Section 3. The DVLA will use its best endeavours to respond in writing by reply on the portal no later than 5 days before the Supplier's Proposal deadline at Section 3.

30. Contract Duration

- 30.1 The Start Date of the Call-off Contract shall be 21/01/2022
- 30.2 The End Date of the Call-off Contract shall be 20/01/2025

31. Annex A – Code of Conduct

1. Without prejudice to the DVLA Requirements or any other provision of the Agreement, the Supplier and its Personnel shall perform the Services in accordance with the provisions of this “Code of Conduct.”
2. The Supplier and its Personnel shall perform the Services in accordance with the principles of fairness and non-discrimination.
3. The Supplier and its Personnel shall:
 - a. treat all Customers with dignity and respect; and
 - b. provide Services free from discrimination, harassment and/or victimisation.
4. The Supplier and its Personnel shall not discriminate against Customers on any grounds including (without limitation) grounds of sex, race, ethnic origin, disability, sexual orientation, religion or religious belief or age.
5. The Supplier and its Personnel shall provide customer service to the standards required by the DVLA (as set out in the DVLA Requirements and the applicable provisions of the Agreement) and in accordance with good industry practice at all times.
6. The Supplier and its Personnel shall take all reasonable steps to provide a friendly and professional customer experience of the Service.
7. The Supplier and its Personnel shall not use any behaviour that may harm the Customer’s or the wider public’s perception of the DVLA, or that may harm the DVLA’s reputation.
8. The Supplier and its Personnel shall not use behaviour that could be deemed to be unprofessional, threatening, intimidating or aggressive.
9. The Supplier shall keep a record of all Supplier Personnel and shall always ensure during provision of the Services that:
 - a. All Supplier Personnel carry identity cards and wear any uniform prescribed and supplied by the Supplier.
 - b. The Supplier’s personnel records contain the same information as that shown-on Supplier Personnel identity cards; and
 - c. The Supplier Personnel identity cards include the following minimum information:
 - i. a photograph of the holder.
 - ii. the unique identification number of the holder; and
 - iii. the name, address, and phone number of the operating company.
10. Supplier Personnel shall abide by the terms of the Highway Code at all times.
11. The Supplier shall ensure that any vehicles used by Supplier Personnel in the performance of the Services are correctly licensed, insured, and roadworthy.
12. The Supplier and its Personnel shall not take any payments from Customers.
13. The Supplier shall ensure that any Supplier Personnel conflicts of interest in performance of the Services are disclosed to the DVLA immediately following identification. This includes both actual and perceived conflicts of interest.
14. At the reasonable request of the DVLA the Supplier shall remove any Supplier Personnel from performance of the Services.

15. The Supplier and its Personnel shall not share any DVLA information with any third party unless authorised in writing by the DVLA or as otherwise permitted in accordance with the terms of the Agreement.
16. The Supplier shall report any breaches of this Code of Conduct to the DVLA immediately following identification.
17. This Code of Conduct reflects the DVLA's interpretation of the law at the date of publication. However, the Supplier is responsible for familiarising itself with the prevailing law on any activities covered by the Code of Conduct.

32. Annex B - Statement of Assurance Questionnaire



Statement_of_Assurance__SoA_Questionnaire

33. Annex C – Environmental Policy



DVLA Environment Policy English.pdf

34. Annex D – Health & Safety Policy



Health and Safety Policy October 2020.

35. Annex E – Diversity & Inclusion Policy



Diversity and Inclusion Policy - v1.0

36. Annex F – Procurement Fraud Statement



Procurement Fraud Statement_v1.1.doc

37. Annex G – Brands, Logos and Trademarks



Brands, Logos and Trademarks (incl Cor

38. Annex H – Armed Forces Covenant

