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1. Introduction

1.1 The Driver & Vehicle Standards Agency (DVSA), an executive agency of the Department for Transport (DfT), invites quotes for support services in respect of the website and web-based services to support the administration of training accreditation services. The resulting contract will be subject to the DfT Order Form and Contract Conditions.

1.2 Bidders intending to quote for this requirement are requested to do so on the Jaggaer eSourcing system by 16 September 2022.

Definitions

1.3 In this Specification, unless the context requires otherwise, the following words and phrases shall have the following meanings:

1.3.2 “Associate” means any employee, agent, consultant, sub-contractor or other person firm or company engaged by the Supplier in the performance of the Contract or any part of it.

1.3.3 “Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

1.3.4 “Contract Manager” means the official of DVSA, or other person employed in that capacity whose details have been notified to the Supplier, as having been appointed by DVSA to act on its behalf for the purpose of managing the Contract.

1.3.5 “Programme” means the programme or timetable which regulates or specifies the period or periods for the performance of the Services or any part of them, together with any activity’s ancillary to the performance of the Services or the preparation and submission of reports as set out at Appendices 2 to 5.

1.3.6 “Prohibited Act”: the following constitute Prohibited Acts:

1.3.6.1 to directly or indirectly offer, promise, or give any person working for or engaged by DVSA a financial or other advantage to:

a) induce that person to fail to perform or perform improperly a relevant function or activity; or

b) reward that person for non-performance or improper performance of a relevant function or activity.

1.3.6.2 to directly or indirectly request, agree to receive, or accept any financial or other advantage as an inducement or a reward for non-performance or improper performance of a relevant function or activity in connection with this Contract.

a) committing any offence under the Bribery Act.

- b) committing any offence under legislation creating offences concerning fraudulent acts.
- c) committing any offence at common law concerning fraudulent acts relating to this Contract or any other contract with DVSA; or
- d) defrauding, attempting to defraud or conspiring to defraud DVSA.

1.4 Any reference to a “person” shall as the context may require, be construed as a reference to any

1.4.1 individual, firm, company, corporation, Government Department, agency, or any association or

1.4.2 partnership (whether having a separate legal personality).

1.5 Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

1.6 Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.

2. Background to the Requirement

2.1 DVSA has a service agreement with the Joint Approvals Unit for Periodic Training (JAUPT) to deliver driver training accreditation services. These services enable DVSA to perform its regulatory duties for statutory driver training. In turn, JAUPT contracts with 3rd party suppliers to support their IT systems.

2.2 The service agreement with JAUPT will end 30 September 2022 and JAUPT services will be taken in-house by DVSA. From October, the operational services provided by JAUPT will be transferred into DVSA and JAUPT will be wound up as a business. DVSA intends that the current features of the JAUPT website (www.jaupt.org.uk) will be moved into the agency’s GOV.UK presence but this requires further development. In the interim, DVSA intends to retain the current, externally supported, website

2.3 DVSA invites tenders for the maintenance of that website and, potentially, support for its future transition and integration into DVSA IT platforms.

3. Procurement Timetable

3.1 The timelines for notifying auditors and awarding contracts are indicative and subject to change.

Description	Date
Invite quotes	12 September 2022
Deadline for tender questions from auditors	14 September 2022
Submit tenders	16 September 2022
Tender evaluation	19-21 September 2022
Award contracts	26 September 2022
Service Commencement	28/09/2022 – 30/09/2022, Expected execution (signature) and commencement date for Contract

4. Scope

4.1 This requirement only covers the support, maintenance, and any requested development of the website.

4.2 Suppliers will outline how they will:

- Provide a stable hosting environment
- Manage and protect the data held
- Integrate web, database, and email services
- Provide file system storage
- Manage and optimise configurations

4.3 Additionally, suppliers will provide indicative day rates for development works, which may or may not be commissioned.

5. Implementation

5.1 The Contract shall come into force from the Commencement Date and, subject always to DVSA's express rights of termination, the Services shall be provided throughout the duration of the Contract.

5.2 DVSA will be available to meet with successful bidders during the first weeks of the contract to answer questions concerning the new arrangements.

6. Service requirement

6.1 The supplier must work collaboratively with the DVSA to maintain the web-based services for customers. To that end DVSA will provide roles that will help provide vision,

context, domain expertise and that will facilitate an environment required for a successful Agile delivery.

DVSA Governance

6.2 The supplier will be required to work within existing DVSA Governance structures. Contract/Service governance boards shall be established by the Customer under this Contract on which both the Supplier and DVSA shall be represented as appropriate.

6.3 Service Delivery will be managed on a day-to-day level through the “Supplier Service Delivery Manager” and the “DVSA Service Delivery Manager,” in accordance with the Service Levels.

6.4 The Service Delivery Manager shall additionally represent the Supplier at monthly reviews of service performance against defined KPIs (Key Performance Indicators), make recommendations and agree actions to ensure alignment of services to business objectives.

Business Hours

6.5 The Supplier is required to support the DVSA during normal opening hours (Monday to Friday 07:00 to 19:00), whilst ensuring that access to the webservices is maintained 24/7.

Travel and Subsistence

6.6 It is expected that the website will be maintained by the Supplier. Requirements will be managed by staff in our office in Milton Keynes. Any travel by the Supplier to that location would be at the supplier expense. Should the Supplier's staff need to travel to anywhere other than this location, this would be in line with the DVSA Policy. See Appendix 2 for the Travel and Subsistence Policy.

7. Quality Assurance Requirements

7.1 The Supplier shall agree that DVSA shall be entitled from time to time during the Contract and for a period of 90 days thereafter to arrange for a representative to carry out a quality assurance visit on the Supplier's records and accounts as far as they relate to the Services.

7.2 The Supplier shall retain and produce when required such accounts, documents (including working documents) and records as DVSA, or the Contract Manager, may request in connection with the Contract, at any time during the Contract and for a period of 90 days from the date of expiry or termination or such longer period as may be agreed between DVSA and the Supplier in writing at or before the commencement of the Contract.

7.3 The Supplier shall perform the Services with all reasonable skill, care and diligence using suitably qualified and experienced personnel, in accordance with the Contract and in accordance with any legislative and statutory requirements.

7.5 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment, the operation of their business or in the provision of the Services.

8. Management and Contract Administration

8.1 The key performance indicators are set out in Appendix 1.

8.3 The Supplier must meet the following essential qualification standards required by DVSA.

8.3.1 At least 3 years managing and protecting clients' data

8.3.2 At least 3 years integrating web, database, and email services

8.3.3 At least 3 years providing file system storage

8.4 The Supplier will attend all meetings arranged by DVSA for the discussion of matters connected with the performance of the Services. Attendance can be virtually.

8.5 The Supplier shall provide any information or materials relating to the Contract requested by DVSA within a reasonable time.

8.6 Where in the opinion of DVSA the Supplier has failed to perform the whole, or any part of the Services, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same Services could reasonably be expected to exercise, or in accordance with the Contract (including the Specification), DVSA will give the Supplier a notice specifying the way in which performance falls short of the requirements of the Contract, or is otherwise unsatisfactory and specifying a time within which any shortcoming must be rectified.

8.7 Where the Supplier has been notified of a failure in accordance with Condition 8.6 DVSA may:

8.7.1 request from the Supplier that, at their own expense and as specified by DVSA, they reschedule and perform the Services to DVSA's satisfaction within such period as may be specified by DVSA in the notice, including where necessary, the correction or re-execution of any Services already carried out.

Payment and Invoicing

8.8 Payment will only be made against the Supplier's valid invoice.

8.9 VAT registered Suppliers this must include the purchase order, date, tax point and VAT number among the standard requirements.

8.10 The Supplier must quote DVSA's purchase order number on all invoices and related documents

8.11 All invoices must be submitted directly to:

SSa.invoice@sharedservicesarvato.co.uk

8.12 Payment will be made to a valid bank account after all Supplier set up requirements have been successfully completed.

8.13 Payment will often be made within 10 days - and no later than 30 days - of a valid, undisputed invoice. All payments will be made in arrears after works have been approved and signed off by the DVSA contract owner.

8.14 Invoices received without the correct PO (Purchase Order) number will be returned to the Supplier, delaying payment.

8.15 DVSA reserves the right to withhold payment to the Supplier if the Services have not been provided to DVSA's reasonable satisfaction in accordance with the Contract or if the information provided in the invoice is incomplete, inaccurate, or late.

8.16 Further information on invoicing and payment procedures are contained within the Conditions and Order Form.

Contract Management

8.17 There are 3 key areas that contract management will focus on:

- Delivery performance
- Financial performance
- Outcome and benefit realisation

8.18 Delivery performance will focus on progress towards delivery milestones. We will also evaluate performance against agreed SLAs (Service Level Agreements) for the supplier (consistent with the evaluation criteria below).

8.19 Authority obligations will also be covered because we must ensure that the supplier has everything, they expect from the DVSA for a successful delivery.

8.20 Financial performance will focus on management within budget. This will include inspecting actual spend compared to forecast spend and the on-going spend forecasts and budget position.

8.21 Outcome and benefit realisation will track value for money and ensure there is an accurate record of all direct and indirect benefits delivered as part of the contract.

8.22 The budget for the contract will be set up and processes for committing and monitoring contract spend will be established on award of contract.

8.23 Contract mobilisation obligations will be clearly understood by the parties prior to contract commencement and undertaken in accordance with an agreed mobilisation plan.

8.24 The Contract Manager will set in place contract review meetings at a frequency appropriate to the length, value, and complexity of the contract. We expect these will be quarterly.

8.25 The Contract Manager will agree with the supplier at the contract implementation meeting what will be reviewed and measured at these meetings, and define the format data should be provided in.

8.26 The Contract Owner will ensure the necessary resources, processes and systems are in place to:

- instruct the supplier to provide the goods, works or services
- track delivery against contractual obligations
- monitor performance, assure quality, and realise benefits
- manage operational service and supply issues
- drive continuous improvement
- validate invoices, make payments, and track costs

8.27 The Contract Owner will ensure supplier performance management information is available and regular reviews of supplier performance are carried out proportionate to the contract risk.

8.28 This will also include audits and sample testing of delivery against obligations. The Contract Owner will regularly report to the senior business owner the effective application of the contract management plan and the ongoing performance of the supplier.

8.29 Where performance is unlikely to, or does not meet the requirements of the contract, preventative and/or corrective action will be taken, within the terms of the contract, to remediate the situation, such as through formal notice or a performance improvement plan.

8.30 A process for managing contract disputes will be established and the status of ongoing contract disputes monitored and reported.

8.31 Periodically through the life of a contract, the senior business owner, supported by the Contract Owner and Senior Category Lead will ensure that the contract accurately

reflects the parties' relationship, current risks, market conditions and that the contract continues to deliver the organisation's business needs and value for money.

8.32 The service manager will ensure that transition goals and responsibilities are clearly defined in the transition plan, agreed and activities allocated to the responsible parties including, but not limited to:

- data handover
- contingency plans

8.33 The outgoing and incoming contracts will include transition responsibilities for each party and allow for the modification or expansion of the transition arrangements.

8.34 The existing and/or new Contacts may be exited either when completed or when terminated early.

8.35 Early termination of the contract will be a last resort only enacted after other provisions for the delivery of the contract, including contractual remedies for improving performance, have been exhausted.

8.36 When early termination provisions are enacted, this will be approved by an authorised representative and all measures to minimise the cost and impact of the termination will be considered.

8.37 On contract closure, all information systems will be updated, staff and facilities (if any) reassigned, and the contract documentation archived in accordance with DVSA's information retention policy and procedures.

8.38 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 on our website.

9. Security

Data Protection

9.1 Delivery of this contract may require the supplier to process Personal Data (as defined in the GDPR (General Data Protection Regulation)) on the DVSA's behalf. In this case, DVSA will be the Data Controller and the supplier will act as the Data Processor. The supplier will process Personal Data only on the DVSA's documented instructions (TBD).

9.2 Data should be processed and stored in UK (on shore) cloud services where possible. The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

9.3 IT equipment used for the services provided must have the latest Microsoft operating system e.g., Windows 10, current and recognised anti-virus software which is supported and maintained, full disc encryption and be fully patched.

9.3 DVSA reserves the right to monitor the Supplier's performance and equipment by measuring adherence to service levels as set out in the Specification, the Contract or as notified to the Supplier at any time in writing (which shall include Email).

9.4 The Supplier shall give DVSA full particulars of all persons who are, or who may be at any time, employed or engaged to support the Supplier in delivering the services specified in this Contract and warrants and confirms to DVSA that they are suitably qualified and experienced to undertake any Services on behalf of the Supplier. DVSA reserves the right to require the removal of any person who, in the sole and absolute discretion of DVSA, is not considered suitably qualified or experienced.

Information Security Management

9.5 Should a proposal include offshoring, whether inside the EEA (European Economic Area) or beyond, the proposal should include information to address the risks we would be needed to mitigate as part of such a solution. For example:

- The country in which the data is to be processed needs to have a UK (United Kingdom) adequacy decision in place or where this is not the case, other control measures are in place such as standard contractual clauses.
- Local laws and statutes may oblige organisations to provide access to DVSA data (including personal data and data relating to the security of DVSA systems) due to the processing happening in that country. If it is an EU member state, we may be required to have a representative and a Data Protection Officer based within that country.
- Physical security of the sites being used to house resource for the contract are suitable for DVSA.
- Devices used by supplier personnel and the security of these devices.
- Security arrangements for supplier personnel working remotely (not based at a supplier site) including authentication, VPNs (Virtual Private Network), and secure connectivity.
- Vetting in the country of employment for resource is equivalent to the required vetting for the contract, including advanced vetting for administrator access.
- Information about DVSA and access to DVSA systems are shared or accessed wider than with personnel working on the DVSA account.

9.6 Any changes to data being handled must be notified to, and agreed with, DVSA in advance. This includes the access of non-personal data from outside the UK

9.7 Offshoring means:

- The actual data being handled or processed outside the UK
- A back up copy of the data being handled or processed outside the UK
- IT support accessing the data from outside the UK
- This applies to any sub-contractors.

Appendix 1 KPIs

Priority	Examples	Target
1 – High (Critical/Urgent)	<p>High direct impact on whole business.</p> <p>No work-round or alternative method for completing the task available e.g. (Network failure, critical application/file failure, power failure, telephone switch failure).</p> <p>All 'high' priority incidents must be reported directly to the Support Helpdesk Manager and confirmed via email to ensure appropriate action is taken.</p>	4 hours
2 – Medium (Important/Significant Disruption)	<p>High impact of a single section of the organisation.</p> <p>Would cause significant disruption to work around the problem or cause delays to reporting that are inconvenient rather than business critical.</p>	1 day
3 – Low (Minor/Personal Disruption)	<p>Low impact on business as a whole but inconvenient for the individual. Able to use an alternative workstations or system whilst problem is being fixed.</p> <p>Error in a function of a system that prevents the function being used but does not impact other parts of the system.</p>	5 days
4 – Information/Request for Help	<p>Request to the Support Helpdesk for advice/guidance on the use of a system, product or application.</p> <p>Minor problem that does not impact users but the user feels it should be known about.</p>	7 days
5 – Management Information	The supplier will submit a report against the KPIs including MI such as financial information, quality assurance, risks and issues no later than one week before the agreed quarterly performance management meeting.	One week

Appendices

Appendix 2 Travel and subsistence travel principles



Appendix 9 _ Travel
and Subsistence (t&s)

Appendix 3 Travel and subsistence rates



Appendix 10 _ Travel
and Subsistence (T&S)