



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

(Concession Contract Procedure – CCR2016)

Tender for Veterinary and Paraprofessional Training, Authorisation and Assurance and Services

Tender Reference: 26364

Important Notice

All references in this ITT to the Authority include, where appropriate and unless the context otherwise requires, references to the Authority's predecessors and successor(s).

The Information has been prepared to assist interested parties in deciding whether or not to submit a Response in relation to the procurement. It does not purport to be all-inclusive or to contain all of the information that a Tenderer may require. Any descriptions of existing and proposed contractual arrangements are of a general nature only. Where the Information describes any contractual arrangements which are not yet in force, those arrangements are subject to change. Any reference to a contract or other document is qualified in full by reference to the entire terms of the contract or document to which reference is made.

The issue of this ITT in no way commits the Authority to award the contract to any person or party. The Authority reserves the right to terminate the competition, to award a contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in this ITT, or to reject any or all Responses and to terminate discussions with any or all Tenderers at any time. Nothing in this ITT should be interpreted as a commitment by the Authority to award a Contract to a Tenderer.

The Authority does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this document or based on or relating to the recipient's use, or the use by any of its subsidiaries or the respective representatives of any of them, in the course of its or their evaluation of the service or any other decision. In the absence of express written warranties or representations as referred to below, the Information shall not form the basis of any agreements or arrangements entered into in connection with this procurement.

The Information has been provided in good faith and all reasonable endeavours have been made, and will be made, to inform you of the requirements of the Authority. However, the Information does not purport to be comprehensive or to have been independently verified. You should form your own conclusions about the methods and resources needed to meet these requirements. In particular, neither the Authority nor any of its advisers accept responsibility for representations, writings, negotiations or understandings in connection with this procurement made by the Authority (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it. Tenderers are expected to carry out their own checks for verification.

The only information which will have any legal effect and / or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and / or warranted in the Contract or other relevant agreements entered into at the same time as the Contract is entered into or becomes unconditional.

Subject always to the provisions of the preceding paragraph, Tenderers considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of this ITT shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.

The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of a Contract is accordingly a matter solely for the commercial

judgement of the Tenderer. The Authority reserves the right to withdraw from the procurement at any time or to re-invite Responses on the same or any alternative basis.

Nothing in this ITT shall constitute legal, financial or tax advice. This ITT is not a recommendation by the Authority, nor any other person, to bid for, enter into or agree to enter into any contract in connection with this procurement, nor to acquire shares in the capital of any company that is to carry out any part of the service or in any parent company of that company. In considering any investment in the shares of any company or in bidding for the award of the service, each Tenderer, potential contractor, funder and investor should make its own independent assessment and seek its own professional financial, taxation, insurance and legal advice and conduct its own investigations into the opportunity of being awarded a contract in relation to this procurement and of the legal, financial, taxation and other consequences of entering into contractual arrangements in connection with this the procurement.

This ITT and the Information is confidential.

This ITT is subject to copyright. Neither this ITT, nor the Information, nor any other information supplied in connection with it, may, except with the prior written consent of the Authority, be published, reproduced, copied, distributed or disclosed to any person, nor used for any purpose other than consideration by each Tenderer of whether or not to submit a Response.

The Authority reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and Information contained in this ITT as it shall in its absolute discretion think fit.

The Authority will not be responsible for the costs or expenses of any Tenderer in relation to any matter referred to in this ITT howsoever incurred, including the evaluation of the service opportunity, the award, or any proposal for the award of the contract or negotiation of the associated contractual agreements.

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to and acceptance of the terms set out in this Important Notice.

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SECTION 1: RESPONSE PARTICULARS

GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix B: Authority's Conditions of Contract) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Authority”	means the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the Veterinary and Paraprofessional Training, Authorisation and Assurance Services procurement.
“the ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	means the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	means the Concession Contract Regulations 2016.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
“Specification of Requirements”	means the Authority's requirements set out in Section 3 of the ITT.
“Tender”	means the formal offer to provide the goods or services described in section 1.1 of Part 1 of the ITT and comprising the responses to the questions in Bravo and the Pricing Schedule.
“Tenderer”	means anyone responding to the ITT and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Part 2 of Section 1 of the ITT.

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

PART 1: GENERAL

- 1.1 The Authority is looking for a supplier for Veterinary and Paraprofessional Training and related services. A single Supplier is required to supply a complete system of training, revalidation and centralised records for veterinarians, technicians and paraprofessionals delivering Government-related veterinary, veterinary-related or other public health functions. Further information is provided in Section 3 – Specification of Requirements.
- 1.2 This procurement is being carried out in accordance with the principals set out in the Regulations. The Contract will be awarded as a Services Concession Contract, in accordance with the definition provided in the Concession Contract Regulations 2016, sections 3 – 5.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Response in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Response. It sets out:
- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Response;
 - information regarding the award criteria and evaluation criteria which will be used to assess Responses; and
 - the administrative arrangements for the receipt of Responses.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, it should raise a query via the clarification process described in clause 3.14.
- 1.8 Tenderers are responsible for ensuring that they have submitted a complete and accurate Response and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information, may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information set out in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

2.1 The Timetable below is subject to change by the Authority and Tenderers will be informed accordingly.

Issue Notice in the Official Journal of the European Union and ITT		21 February 2020
Deadline for clarification questions from Tenderers	Date	31 March 2020
	Time	12:00
Deadline for Responses	Date	03 April 2020
	Time	12:00
Evaluation of Responses	Start	04 April 2020
	End	25 May 2020
Contract award notification		26 May 2020
Mandatory standstill period	Start	27 May 2020
	End	05 June 2020
Contract award		09 June 2020
Contract start date		17 June 2020
Transition period		17 June 2020 – 01 November 2020
Service commencement date		02 November 2020
Duration of Contract		Five (5) years
Extension Period		for up to a maximum of three (3) years

PART 3: COMPLETION OF RESPONSE

3.1 By submitting a Response, Tenderers agree:

- to be bound by the terms of the ITT; and
- that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.

3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Responses, the Authority may, at its discretion, extend the deadline for the submission of Responses and/or any other stages of the procurement.

3.3 Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through Bravo.

Submission of Responses

3.4 Tenderers must complete all parts of the response form in Bravo in accordance with the instructions therein.

3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Response in accordance with the instructions in Bravo.

- 3.6 The Response and any documents accompanying it must be in English.
- 3.7 Prices must be submitted in £ Sterling, exclusive of VAT.
- 3.8 Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
- 3.9 Tenderers must be explicit and comprehensive in their Response as this will be the single source of information used to score and rank Responses. The Authority will take into account only information which is specifically asked for in the ITT.
- 3.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 3.11 Failure to provide the information required or supply documents referred to in the Response within the deadline for Responses may result in rejection of the Response.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Response. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Response but should answer each question so that it acts as a stand-alone response. This may mean Tenderers need to repeat certain information in responses to different questions if this is required by those questions.

Clarifications sought by Tenderers

- 3.14 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.
- 3.15 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers on Bravo other than in exceptional circumstances.
- 3.16 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal confidential information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive; and/or
 - all Tenderers may benefit from its disclosure

the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.

- 3.17 The Authority may not respond to a request for clarification or publish such a request where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Responses

- 3.18 Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.
- 3.19 Tenderers may withdraw their Responses at any time by submitting a notice via Bravo. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Responses.

Receipt of Responses

- 3.20 Responses must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Responses. The Authority will not consider Responses received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of the change.
- 3.21 If a Tenderer experiences problems when uploading its Response, it should contact the Bravo helpdesk for assistance and also inform the Authority.

Acceptance of Tenders

- 3.22 By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award the Contract.

Costs of Responding

- 3.23 Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Responses, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Responses, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

- 3.24 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Response and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond in a timely manner and/or to provide an adequate response to such a request may result in the Response being rejected.
- 3.25 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

Confidentiality of the ITT and related documents

- 3.26 The contents of the ITT and of any other documents or information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.

- 3.27 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors if:
- disclosure is for the purpose of enabling a Response to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.28 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Response, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.29 All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.30 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Response. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators:

- 3.31 When providing details of contracts as part of a Response, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.32 The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a Response. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.33 Subject to clauses 3.34, 3.35 to 3.39 below, the Authority will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.34 The Authority may use third parties in the course of its evaluation of Responses. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Responses in accordance with the ITT. Tenderers acknowledge that this right shall be in addition to the provisions of clauses 3.29, 3.30 and 3.35 to 3.39.

Freedom of Information and Environmental Information Regulations

- 3.35 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.

- 3.36 If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify any information provided as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.37 If a Tenderer identifies information as being confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.38 However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.29 and 3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.39 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

- 3.40 Whilst the information in the ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.
- 3.41 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
 - accepts any liability for the information contained in the ITT or in any other written or oral communication (including any communications via Bravo) transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
 - shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

- 3.42 Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

Canvassing

- 3.43 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement or which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Response will be excluded from this procurement and its Response rejected.
- 3.44 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

- 3.45 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.46 Where the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Response). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Response being rejected.
- 3.47 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

Changes to a Tenderer's Circumstances

- 3.48 The Authority may:
- reject a Response if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority's evaluation of the Response;
 - revisit information contained in a Response at any time to take account of subsequent changes to a Tenderer's circumstances; or
 - at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Response and in the absence of such certificate, reject the Response.

Sub-Contracting

- 3.49 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Response should be given in respect of the prime contractor and a separate Appendix should be used to provide details of the proposed bidding model that includes:
- members of the supply chain;
 - the percentage of work being delivered by each sub-contractor; and
 - the key contract deliverables each sub-contractor will be responsible for.
- 3.50 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Response, the Tenderer should inform the Authority immediately via Bravo. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia

- 3.51 If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;
- names of all consortium members;
 - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
 - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
- 3.52 Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.
- 3.53 All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.
- 3.54 If the Tenderer proposes to create a separate legal entity the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.
- 3.55 Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 26(6) of the Regulations.
- 3.56 The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via Bravo of any changes, or proposed changes, in relation to the bidding model so

that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

- 3.57 As stated above, prices must be submitted in £ Sterling, exclusive of VAT.
- 3.58 The Contract is to be awarded as Services Concession Contract based on a Scale of Fees. Except for Government staff, the Supplier shall recover its fees for providing the training from the individual Candidate completing the training and not from the Authority.
- 3.59 The Pricing Schedule (Schedule 2) sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any pricing submitted as part of a Tender.

Notification of Award and Standstill

- 3.60 The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations. A ten-day standstill period will take effect in accordance with regulation 48 of the Regulations before the Authority enters into the Contract.
- 3.61 Following a decision to award the Contract, the Authority will provide reasons for its decision in an award notification letter to all unsuccessful Tenderers.

Lots

- 3.62 This procurement is not divided into lots.

TUPE

- 3.63 Tenderers should determine whether or not they believe the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies to this procurement. Notwithstanding this, Tenderers will note that it is the Authority's view that TUPE is not likely to apply if this procurement results in a contract being awarded, although the Authority is not liable for this opinion. The Authority will wish to satisfy itself that Responses are responsibly calculated and take full account of any likely TUPE obligations.
- 3.64 If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the deadline for Responses.

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY, EQUAL TREATMENT AND NON-DISCRIMINATION

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website: www.gov.uk/contracts-finder.
- 4.2 In some circumstances, limited redactions may be made to some contracts before they are published.
- 4.3 Pursuant to the Regulations, the Authority is also committed to treat the Tenderers equally and without discrimination throughout the Tender process.

PART 5: ARMED FORCES COVENANT

- 5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 5.2 The Covenant's 2 principles are that:
- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

- 5.3 Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided in Appendix C.
- 5.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk
Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry of Defence,
Main Building, Whitehall, London, SW1A 2HB

- 5.5 Paragraphs 5.1 – 5.4 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

SECTION 2: EVALUATION:

Evaluation of Responses will comprise the stages and criteria as set out in the table below. More information on the specific evaluation criteria for specific sections of a Response are detailed in the relevant question as set out on Bravo.

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Response will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	<p>This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 7 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	Pass/Fail
Stage 3	Tender: Quality Requirements	<p>This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in Bravo.</p> <p>Some requirements are mandatory and if you cannot provide them your Response may be rejected.</p> <p>A score of less than 50 (i.e. a score of 20 or 0 out of 100) in any of the technical questions</p>	<p>Scored and some pass/fail (80% of the overall score):</p> <ul style="list-style-type: none"> • E01 Organisational Structure and Conflicts of Interest (pass/fail) • E02 Distance Learning System Requirements (25%% of the total technical score)

		will mean the Tenderer will be rejected from the competition.	<ul style="list-style-type: none"> • E03 Distance Learning System Demonstration (25% of the total technical score) • E04 Implementation and Development Plan (20% of the total technical score) • E05 Management Information (15% of the total technical score) • E06 Promotion of the Training (15% of the total technical score)
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule (Schedule 2) and on Bravo.	<p>Scored and some pass/fail (20% of the overall score):</p> <ul style="list-style-type: none"> • Scale of Fees (pass/fail) • C01 Scale of Fees for OV's (90% of the total commercial score) • C02 Government Discount (10% of the total commercial score)
Stage 5	Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 4</p> <p>The final score is calculated as follows: 80% is made up of the total of Stage 3 (Quality) 20% is made up from Stage 4 (Pricing)</p> <p>The most overall economically advantageous tender for the Authority will be the Response with the highest final score.</p>	Stage 5

PART 1: SELECTION STAGE (STAGE 2)

- 1.1 The selection stage has been designed to assess the suitability of a Tenderer to deliver the Authority's contract requirement(s). Tenderers who are unsuccessful at this stage of the

procurement process will not have the remaining sections of their Response evaluated pursuant to the award stage of the process outline in Part 2.

Financial standing (pass/fail)

- 1.2 The Authority will review the economic information provided in Section 5 of the response form to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator.
- 1.3 If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:
 - ask for additional information, including information relating to your parent company, if applicable; and/or
 - require a parent company guarantee or a performance bond.
- 1.4 The Authority may reject a Tenderer which is unable to offer a commitment to provide a parent company guarantee or performance bond.
- 1.5 In addition to the information provided in a Response, the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.
- 1.6 The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure.
- 1.7 **Financial strength** is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.
- 1.8 The Authority will also consider annual turnover. For this procurement, the Authority expects the Supplier to have an annual turnover for **each** of its last two financial years of at least **£1,000,000** GBP.
- 1.9 In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years. In addition, the annual turnover of at least one of those organisations is expected to be **£500,000** GBP.
- 1.10 **Risk of Business Failure** is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement.
- 1.11 The Authority will also calculate and evaluate your:
 - **operating performance:** growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
 - **liquidity:** net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
 - **financial structure:** gearing ratios and interest cover.

Technical and Professional Ability (pass/fail)

1.12 Responses will be rejected as having failed this requirement where:

- a Tenderer fails to provide one or more examples or where none of the examples provided are of relevance to the Authority's Statement of Requirements in Section 3 and
- no substantive explanation is provided in the response form.

PART 2: TENDER EVALUATION: AWARD STAGE (STAGES 2 TO 5)

- 1.1 Tenders will be evaluated on the evaluation criteria set out in Bravo to determine which Tender is the most overall economically advantageous to the Authority in carrying out the Services Concession Contract. The Authority will award the Contract to the Tenderer which submits the most overall economically advantageous tender which will be the highest scoring Response after the weightings in paragraph 1.3 are applied.
- 1.2 Each question will be scored separately, and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
- The total quality scores (Stage 3 above) awarded will form 80% of the final score;
 - The score awarded for price (Stage 4 above) will form 20% of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule (Schedule 2).
- 1.5 Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 1.6 All of the scored technical questions will be evaluated using the following scoring criteria:
- **For a score of 100:** Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides very strong, highly credible evidence which clearly demonstrates the Tenderer's ability to deliver the Authority's requirements.
 - **For a score of 70:** Good - Response is relevant and good. The response demonstrates a good understanding and provides credible evidence of the Tenderer's ability to deliver the Authority's requirements.
 - **For a score of 50:** Acceptable - Response is relevant and acceptable. The response provides sufficient evidence of the Tenderer's ability to deliver the Authority's requirements, but the response lacks detail in certain areas.

- **For a score of 20:** Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or evidence to demonstrate the Tenderer's ability to deliver the Authority's requirements.
- **For a score of 0:** Unacceptable - Nil or inadequate response which fails to address the requirements and/or fails to provide any credible evidence of the Tenderer's ability to deliver the Authority's requirements.

1.7 A score of less than 50 (i.e. a score of 20 or 0 out of 100) in any one of the technical questions may mean the Tenderer may be rejected from the competition.

Site visits

1.8 The Authority will not undertake a site visit.

Interviews/Presentations

1.9 The Authority will not require an interview or presentation.

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

SCHEDULE 1 – SPECIFICATION OF REQUIREMENTS

1. GLOSSARY

1.1 Unless the context otherwise requires, the following words and expressions used within this Specification of Requirement shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
"Accredited"	means that a course is granted recognition for its standards by a professional body.
"APHA"	means the Animal and Plant Health Agency, an Executive Agency of Defra. Management of contracts resulting from this procurement will be delegated to APHA
"AHP"	means Animal Health Paraprofessional
"Authority"	means the Department for Environment, Food and Rural Affairs acting as part of the Crown
"AVS"	means Approved Veterinary Supervisor
"Bravo"	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
"Candidate"	means a person enrolling on any course with the purpose of obtaining the relevant qualification
"CIP"	means Continuous Improvement Plan
"CoC"	means Certificate of Competence
"CO"	means Certifying Officer
"Contract Implementation Period"	means the period of time from award of the contract until contract commencement date
"Contracting Body"	means any contracting authority (other than the Authority) as defined

	in regulation 4 of the Regulations.
“Course Director”	means a member of APHA responsible for an OCQ
“CPD”	means Continuing Professional Development
“Crown Dependencies”	means the Channel Islands (Jersey and Guernsey) and the Isle of Man
“Defra”	means the Department for the Environment, Food and Rural Affairs
“FVO”	means the Food and Veterinary Office
“GB”	means Great Britain
“ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers
“KPI”	means Key Performance Indicator
“MOCA”	means the Memorandum of Conditions and Appointment (MOCA) of Local Veterinary Inspectors (1994, as amended)
“MRCVS”	means Member of the Royal College of Veterinary Surgeons
“OCQ”	means Official Controls Qualification
“Outgoing Supplier”	means Improve International Limited, the current provider of OV Training and Assurance Contract until November 2020
“Overseas Territories”	means any territory that is under the jurisdiction and sovereignty of but does not form part of the United Kingdom
“OVs”	means Official Veterinarians, who are private veterinarians who have been appropriately trained and authorised to undertake statutory work on behalf of the Authority
“Pricing Schedule”	means the form, accessed via Bravo, in which Tenderers are required to submit their pricing information as part of a Tender
“RVN”	means Registered Veterinary Nurse
“RCVS”	means the Royal College of Veterinary Surgeons
“Replacement Supplier”	means the supplier that, at the end of the Contract, is awarded the new contract to provide Veterinary and Paraprofessional Training, Assurance and Authorisation Services
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer’s formal Tender
“Service Commencement”	means the date from which the Supplier is responsible for providing the Service, after the Contract Implementation Period
“Supplier”	means the successful Tenderer who will be responsible for supplying the services
“TB”	means Tuberculosis
“Tenderer”	means anyone responding to the ITT and, where the context requires, includes a potential tenderer
“UK”	means the United Kingdom
“VDP”	means the Veterinary Delivery Partner(s), Suppliers appointed by APHA for the purpose of providing Veterinary Services to the Authority
“VPT”	means the Veterinary and Paraprofessional Training
“VPHB”	means Veterinary Public Health Basics

1.2 References to a “Section”, “Annex” and to an “Appendix” are references to a section, annex and to an appendix of this Specification.

1.3 Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BACKGROUND TO THE REQUIREMENT

2.1 The Animal and Plant Health Agency (APHA) is an Executive Agency of the Department for Environment and Rural Affairs (Defra) and delivers the Animal Health and Welfare policies of

Defra, Scottish Government and Welsh Government across Great Britain (GB). One of its principal functions is the safeguarding of animal health and welfare and public health, which in turn supports economic growth and trade.

- 2.2 To support this work, APHA often makes use of private veterinary surgeons that are trained as Official Veterinarians (OVs). The work performed by OVs is normally of a statutory nature (i.e. is required by law) and is often undertaken at public expense.
- 2.3 In 2015 APHA modernised its system of training and authorisation for OVs, outsourcing the provision of official training and revalidation. A system of distance learning through on-line training and assessment of a suite of qualifications was implemented, known as Official Controls Qualifications (OCQs), as well as administrative improvements and the provision of relevant Continuing Professional Development (CPD) opportunities for OVs.
- 2.4 APHA, on behalf of the Secretary of State, is the competent authority for the purposes of authorisation under the relevant legislation. Authorisation of a veterinary surgeon as an OV cannot be delegated to the Supplier, it must be carried out by APHA.
- 2.5 OVs are authorised on behalf of the Secretary of State in accordance with the 'Policy for Authorisation of Official Veterinarians (OVs) (OV13)' which replaced the 'Memorandum of Conditions of Appointment of Local Veterinary Inspectors by the Minister of Agriculture, Fisheries and Food (August 1994 as revised in April 2014)'. The OV13 policy represents the guidance with respect to the authorisation of OVs to act on behalf of Ministers. It sets out the working relationship between APHA, acting on behalf of the relevant Ministers in England, Scotland and Wales, and OVs who seek to carry out tasks on behalf of those Ministers who are not employees of Government. Under the OV13 policy an OV is authorised to undertake those functions and duties arising under or by virtue of the Animal Health Act (1981) for which he/she is qualified by having a letter of appointment to specific functional qualifications.
- 2.6 In addition to training and authorisation for OVs, in 2018 APHA implemented a parallel system for paraprofessionals, similarly involving online training in the form of OCQs and authorisation as Animal Health Paraprofessional (AHPs) either as Approved Tuberculin Testers (ATTs) or Certification Support Officers (CSOs) with scope for addition of further qualifications if the need arises.
- 2.7 APHA conducted a Pilot study between 5 December 2018 and 1 February 2020 to investigate the use of ATTs in private veterinary practice. A total of twenty-two (22) ATTs were recruited throughout the Pilot with further recruitment on hold pending the outcome of the Pilot. The outcome of the Pilot is under review and it is intended that a decision will be made during 2020 regarding the future use of ATTs in private practice. The four (4) possible outcomes are:
 - Extension of the Pilot using the existing ATTs;
 - Extension of the Pilot including further recruitment of ATTs;
 - Wider rollout of ATTs;
 - Termination of the use of ATTs in private veterinary practice.The decision will impact the requirement for the provision of the OCQ(AHP) – ATT qualification.
- 2.8 ATTs are authorised on behalf of the Secretary of State in accordance with the 'Policy for APHA Authorisation of Approved Tuberculin Testers in England (TR541)'. This policy sets out the working relationship between APHA, acting on behalf of the relevant Ministers, and authorised Approved Tuberculin Testers holding the Official Control Qualification (Animal Health Paraprofessional) – Approved Tuberculin Tester (OCQ(AHP) - ATT) and who are not employees of Government. APHA authorises OCQ(AHP) - ATT trained individuals to carry out tuberculosis (TB) skin testing of cattle on behalf of those Ministers.

- 2.9 CSOs are authorised in accordance with the 'Policy for APHA authorisation of Export Certification Support Officers (CSOs) in Great Britain (ET175)'. The policy sets out the relationship between APHA and the OCQ (AHP) – Certification Support Officer (OCQ (AHP) – CSO) trained and authorised individuals. APHA acts on behalf of the Ministers in England, Scotland and Wales to authorise OCQ(AHP) – CSO who seek to carry out specific tasks on behalf of those Ministers.
- 2.10 OVs and AHPs are required to revalidate their qualifications at set intervals. Revalidation is required to provide assurance that those authorised to perform official functions are maintaining and continuously improving their competence in their relevant fields of work. It is important that their knowledge is up-to-date when they carry out an official function. Evidence of training and revalidation also provides reassurance to international trading partners, particularly for export certification. Revalidation of the OCQs is therefore considered essential for duties discharged on behalf of Government.

3. SCOPE OF THE REQUIREMENT

- 3.1 This Invitation to Tender (ITT) seeks to appoint a single Supplier to deliver a Services Concession Contract to:
- i. Provide a secure, online, distance learning system of training and assessment through a compendium of OCQs (as defined in Section Three (3) / Annexes One (1) – Fifteen (15)).
 - ii. Provide a fully managed service including:
 - (a) Administration of a central database(s) of Candidates and their qualifications that can be interrogated by the Supplier and the Authority;
 - (b) Design and delivery of training;
 - (c) Registration of Candidates;
 - (d) Course enrolment;
 - (e) Online assessment;
 - (f) Certificate of competence;
 - (g) Authorisation;
 - (h) Conditional authorisation and practical assessment.
 - iii. Provide a secure, online, distance learning system of revalidation and assessment.
 - iv. Respond to requests from the Authority to update existing courses and develop new courses.
 - v. Provide Quality Assurance in the form of on farm audits of certain authorised OVs.
- 3.2 The Services are principally to be provided for qualified veterinarians and final year veterinary students in GB, as well as appropriate paraprofessionals who meet the qualifying eligibility criteria for the relevant qualifications. The Services may also be required by the Crown Dependencies and Overseas Territories, with any such provision being facilitated through APHA. The OCQ and revalidation courses will have to accommodate variations in the statutory frameworks and policies between England, Scotland and Wales, as well as changes to official instructions driven by new legislation or policy changes. This may be achieved by referencing Government digital sources, or other public sources of information by agreement with the Authority.
- 3.3 The Supplier will be required to operate in a transparent, non-discriminatory and consistent manner, and offer a single scale of fees to all non-Government candidates. In particular, if the Supplier also holds a contract for delivery of OV services to Government, there must be a clear demarcation between the two parts of the business and they must not favour their own staff or sub-contractors in any way. The Supplier must recognise any potential issues including conflicts of interest that may result from holding the two contracts and demonstrate how they will deliver this Contract fairly.

- 3.4 Candidates will be awarded a Certificate of Competence (CoC) for each complete OCQ which will be earned through high quality training and assessment and maintained by periodic revalidation. After completion of certain OCQs (for both OVs and AHPs), individuals will need to be authorised before carrying out official tasks. APHA will provide this authorisation for Candidates based in GB upon the recommendation of the Supplier, and upon the individual successfully completing and/or revalidating the relevant OCQ. Individuals will be free to choose which OCQs to acquire and maintain according to their own needs and those of their employer(s). APHA will not provide authorisation for candidates based outside of GB. The Supplier will only be required to provide the CoC for candidates outside of GB and the relevant authority will be responsible for any authorisation and its administration.
- 3.5 OVs shall not be obliged to undertake OV work and no commitment is made by APHA in relation to the availability and allocation of Government funded OV work. Any employer of an OV or AHP would also need to satisfy themselves that the individual is suitable to meet the needs of the business, in particular that they have adequate communication skills which, in accordance with the Authority's Welsh Language Scheme, may include the Welsh language when working in Wales.
- 3.6 APHA, as the Competent Authority, reserve the right to remove any authorisation from an OV or AHP at its sole discretion.
- 3.7 This Specification of Requirements conveys the current numbers of OVs and AHPs that are validated against each OCQ at the point of tendering, and also provides information on revalidation trends and new registrations. However, the Authority provides no guarantee that these numbers and trends will be maintained throughout the duration of the Contract and Tenderers should therefore not assume otherwise. Volumes are expected to fluctuate as a result of changes in Government policy, changes in disease prevalence, changes in the demands of commercial businesses, and other factors. The scale of fees set by the Supplier, chargeable to OVs and AHPs, will also influence take-up of OCQs and revalidation.
- 3.8 The Authority wishes to encourage strong take-up of each OCQ and revalidation to enhance the national capability for statutory disease management, including animal disease outbreaks, supporting the food and farming sector of the economy through exports and protection from animal disease risks. The Supplier shall be responsible for publicising and promoting the Service and employing innovative approaches that ensure maximum uptake of the OCQs is achieved.
- 3.9 APHA will facilitate the training needs of Government staff who require a CoC. A separate scale of fees shall apply for all Governmental Staff. This includes those from APHA, Defra, Scottish Government, Welsh Government, DAERA, the Crown Dependencies and the Overseas Territories as required.
- 3.10 Any non-OCQ training required by APHA staff will be hosted and delivered by the Supplier free of charge to the Authority. Currently this is only applicable to the Veterinary Public Health – The Basics of State Veterinary Medicine course. This course may be used by the Supplier for Candidates other than APHA staff and fees can then be applied. Any new non-OCQ courses will be agreed with the Supplier before implementation, including the Candidates to whom the training will be available and whether fees will need to be agreed in advance for any non-APHA candidates.

4. SERVICE REQUIREMENTS

4.1 Distance learning system requirements

- 4.1.1 The Supplier will deliver the majority of the training as Official Controls Qualifications (OCQs). These OCQs will be separated into two (2) subsets depending on the personnel to which they are applicable:
- Official Controls Qualification (Veterinary) OCQ(V) – for veterinary surgeons and final year veterinary students;
 - Official Controls Qualifications (Animal Health Paraprofessionals) OCQ(AHP) for non-veterinarians.
- 4.1.2 Successful completion of these qualifications as well as other requirements stipulated will enable the individual to be authorised as an Official Veterinarian (OCQ(V)) or an Animal Health Paraprofessional (OCQ(AHP)) subject to meeting eligibility criteria.
- 4.1.3 The Supplier shall also deliver non-OCQ training which will not require any authorisation.
- 4.1.4 The OCQs must follow the syllabi set out in Annexes One (1) to Sixteen (16), and any requirements to change content of each syllabus during the Contract must be authorised by APHA. The Supplier shall make the complete training package (including online access and any documentation relating to training, assessment and revalidation) intended to be used during the delivery of the Services available to APHA. APHA reserves the right to reject any material it deems to be of insufficient quality or inaccurate against the syllabi, with any remedial action delivered by the Supplier without financial penalty to the Authority.
- 4.1.5 The Supplier must deliver an accredited package of learning consisting of the courses detailed in Tables One (1) to Three (3) below and in the referenced annexes (Annexes One (1) to Sixteen (16)):

TABLE 1 – OCQ (V) Courses

Veterinary Courses				
OCQ (V)		High Level Summary of Subject Content	Prerequisite Qualifications	Annex
ES/ESr	Essential Skills	Principles of state veterinary medicine, working with APHA, regulation and statutory control of animal diseases and animal welfare, principles of certification, avoidance of conflicts of interest, communication, health and safety etc. A prerequisite for any other course (with the exception on OCQ (V) – CA).	N/A	1
SS/SSr	Statutory Surveillance	Statutory surveillance activities for ‘endemic’ diseases other than bTB; Brucellosis and Anthrax testing.	Essential Skills (ES)	2
TT/TTr	Tuberculin Testing	Tuberculin testing of cattle and other species – theory and practical assessments.	Essential Skills (ES)	3
CYTB	Cymorth TB	Specific knowledge to improve the support given to farmers in helping reduce the risk of TB and develop best practice for the Case Management of TB breakdowns in Wales. Training for delivery of a high quality, herd health focussed, disease management farm visit.	Essential Skills (ES)	4
EX/EXr	Exports General	General principles of international trade, export procedures and export certification, a foundation for the following export courses. This alone may be sufficient for certain exports for which no further training is required (e.g. insects, live fish, etc.)	Essential Skills (ES)	5
SX/SXr	Small Animal Exports	Exports of companion animals including PETS and pet birds Incorporating commercial exports of small animals, including export of small zoo and laboratory animals	Essential Skills (ES) Exports General (EX)	6
UX/UXr	Ungulate Exports	Exports of ungulates including equidae	Essential Skills (ES) Exports General (EX)	7
EQ/EQr	Equine Exports	Export of equidae only	Essential Skills (ES) Exports General (EX)	8
AX/AXr	Avian Exports	Export of poultry including Poultry Health Scheme and captive birds which are not pets	Essential Skills (ES) Exports General (EX)	9
PX/PXr	Product Exports	Export of products of animal origin including food for human consumption and animal by-products	Essential Skills (ES) Exports General (EX)	10
GX/GXr	Germinal Product Exports	Exports of germplasm including supervision of AI centres	Essential Skills (ES) Exports General (EX)	11

CA/CAR	Companion Animals	A separate self-contained qualification specifically designed for companion animal vets with minimal reference to production animal issues. No requirement to also hold OCQ(V)-ES and OCQ(V)-EX	N/A	12
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TABLE 2 – Veterinary Non-OCQ Courses

Course		High Level Summary of Subject Content	Prerequisite Qualifications	Annex
VPHB	Veterinary Public Health – The Basics of State Veterinary Medicine	A requirement for APHA veterinary staff. It must be completed by all new entrants. This qualification automatically entitles the holder to the OCQ(V) – ES qualification.	N/A	13

TABLE 3 – OCQ (AHP) Courses

Animal Health Paraprofessionals				
Courses		High Level Summary of Subject Content	Prerequisite Qualifications	Annex
OCQ (AHP) - ATT	Approved Tuberculin Tester	Tuberculin testing of cattle in England only for para-professionals (non-veterinary personnel) – theory and practical assessments. Currently use is limited to the ATT Pilot Study only for a limited number of ATTs in private practice This qualification will require amendment post-pilot to meet the requirements of ATTs in the future – either limited to APHA, limited to an extended Pilot or wider rollout into private practice	N/A	14
OCQ (AHP) - CSO	Certification Support Officer	Training for paraprofessionals who wish to work on behalf of the Government, under the direction of a Certifying Officer (CO). For collection of the evidence required for a CO to complete Export Health Certificates for animal products (excluding germinal products).	N/A	15

4.2 Supplier's Staff Requirements

4.2.1 The Supplier shall be responsible for the continual professional development of trainers/assessors involved in the delivery of any aspect of the Services and shall ensure that they are:

- Trained in the training, assessment and QA processes;
- Committed to treating Candidates impartially and objectively;
- Free from conflicts of interest with respect to Candidates and/or Veterinary organisations that may use the training;
- Available to provide services without delay across all parts of GB; and;
- Maintain current and accurate knowledge of the subject.

4.2.2 The Supplier shall ensure provision of the following personnel contacts as a minimum:

- A lead management contact, and nominated deputy;
- A lead veterinary contact, and nominated deputy;
- A lead QA contact (may be the same as the veterinary contact);
- A lead finance contact.

5.1 Managed Services

5.1 The Supplier shall provide a fully managed service as detailed below in Sections 5.2 to 5.11.

5.2 Central Database

5.2.1 The Supplier shall develop and maintain a central database which contains:

- Details of all registered Candidates (OVs, AHPs and Government individuals);
- Records of in progress/completed OCQs;
- In progress revalidation qualifications;
- Expiry dates;
- Authorisation Status.

5.2.2 The database shall be automatically updated, in real-time, as Candidates progress through their training.

5.2.3 The database shall provide access to APHA and relevant data made available to other contracting bodies as required. The VDPs will need to have information relating to OV authorisations to fulfil their own QA requirements.

5.2.4 Records relating to all Candidates shall be treated as confidential and the Supplier shall not release them to any third party, including any other Government organisation, without the prior written consent of APHA and in compliance with GDPR.

5.2.5 The database must provide a means of identifying Candidates from the Authority or other Government staff including DAERA, Crown Dependencies and Overseas Territories.

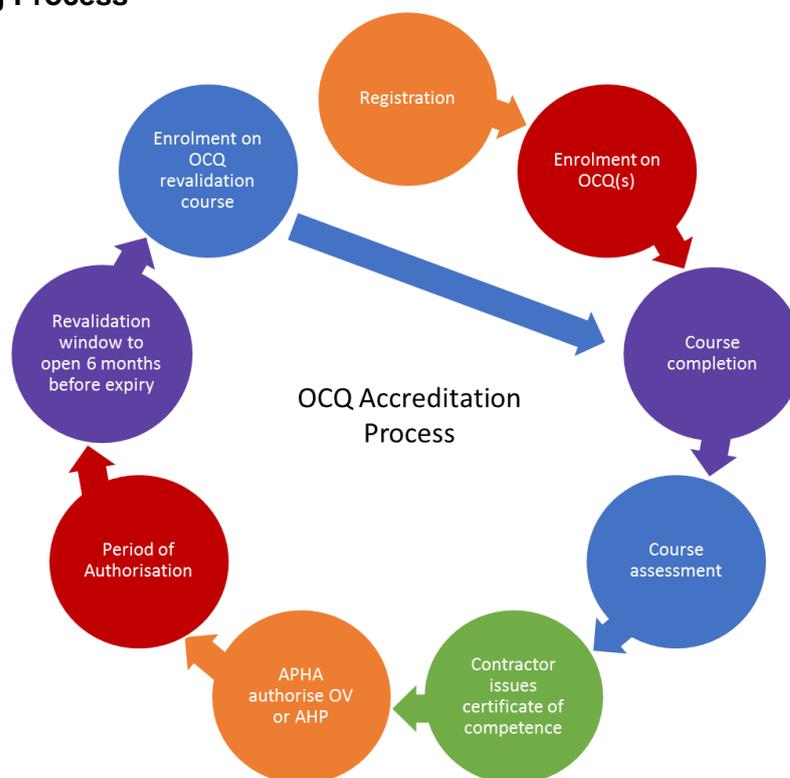
5.2.6 The Supplier shall conduct a six (6) monthly data validation process for personal data of all Candidates to ensure personal details are correct and up to date in accordance with GDPR requirements.

5.2.7 The database shall enable the Supplier to issue a number of routine and ad hoc reports to the Authority as specified in Appendix One (1). Reports must not be shared with any other party unless authorised by the Authority.

5.3 Design and Delivery of Training

- 5.3.1 The Supplier shall deliver the Services via a range of engaging and effective delivery methods with high quality, professional training materials. The Supplier's delivery methods shall reflect training and learning best practice and support the principals of accessibility.
- 5.3.2 Courses shall be constructed such that they can be worked through in stages, meaning that Candidates can save their progress at appropriate stages, with study time reduced to a minimum. The Supplier shall provide all Candidates with instant access to training from the point of enrolment and ensure minimal lead in times for assessment and revalidation.
- 5.3.3 The Supplier shall put in place sufficient course management and quality controls to ensure that the objectives of the Contract are fully met and that a consistently high standard of Service is delivered at all times. In particular, the Supplier shall ensure that throughout the duration of the Contract all course materials are kept up-to-date and reflect any developments and/or changes in the syllabus such as but not limited to regulation, procedure, technology etc. APHA will notify the Supplier of any changes to OV procedures or legislation which take place and will endeavour to provide as much notice as possible of any such changes.
- 5.3.4 All courses and any subsequent changes must be approved by the relevant APHA Course Director or delegated APHA employee before being made available to Candidates.
- 5.3.5 The Supplier must ensure that the format of the training is future proof and capable of being updated with ease to reflect advances in best practice, field applied technologies as well as Government and APHA policy updates.
- 5.3.6 Candidates will be able to use time spent on completing these courses as part of their professional CPD requirements. Each course, including revalidation will have a set maximum amount of time that can be used as CPD.

The Training Process



5.4 Registration of Candidates

- 5.4.1 The Supplier shall develop and maintain a registration system which includes:

- Pre-requisites – as defined in Table One (1) for the relevant OCQ;
- Information Record – as a minimum to include: name, address, contact details (email and telephone), place of work e.g. practice details where relevant;
- Area in which they plan to work as an OV or ATT – England, Scotland or Wales or a combination or other (outside of GB) or unknown;
- For OCQ(V)s either RCVS membership type and number or confirmation that the Candidate is a veterinary student who may seek to obtain authorisation if and when they become a MRCVS;
- For OCQ(AHP)s – employer declaration of eligibility of the Candidate for the role and a conflict of interest declaration.

5.4.2 Candidates must register on the training website where a one-off registration fee can be charged (see Schedule Two (2) - Pricing Schedule) by the Supplier.

5.4.3 At registration all Candidates must be made aware of the APHA Vet Gateway and a link provided for them to access it. It must also be referred to on enrolment to each course, including revalidation courses.

5.4.4 Capture of the individual's MRCVS credential is not a requirement to register to undertake the OCQ (V), however, OV authorisation will only be given by APHA to Candidates who are currently on the active UK practising register of the RCVS or any EU national who is authorised by the RCVS to carry out temporary veterinary work in GB.

5.4.5 All declarations must be formulated as veterinary certificates and it must be made clear that false certification including impersonation of another MRCVS may be reported to RCVS for investigation as a potentially serious professional misconduct.

5.5 Course Enrolment

5.5.1 Following registration Candidates will be able to enrol on any course for which they are eligible. The Supplier may charge an enrolment fee for each course the Candidate enrolls on (see Schedule Two (2) - Pricing Schedule).

5.5.2 On enrolment for a particular course the Candidate must be informed of any other pre-requisite qualifications that are required before the Candidate is eligible to be authorised.

5.5.3 On enrolment the Candidate must confirm whether they require authorisation to work as an OV or AHP in GB once they have successfully completed the training and assessment. If such authorisation is requested this will usually be granted once the qualification has been successfully completed and APHA are satisfied that any other requirements have been met. It should be made clear on enrolment that authorisation to work for any other Authority (e.g. DAERA, the Crown Dependencies or Overseas Territories) will require separate authorisation from that Authority and the Candidate will be responsible for contacting the relevant Authority to seek that authorisation.

5.6 Assessment - Online

5.6.1 A secure, online assessment is required for each OCQ. All assessments shall be designed by the Supplier to be sufficiently robust to prevent any prospective collusion, cheating or dishonest behaviour by Candidates. The Supplier shall be responsible for assuring the identity of any Candidate completing training, assessment or revalidation.

5.6.2 Invigilation of online assessments is required. Candidates must have the option to select either invigilation by an individual nominated by themselves or remote invigilation provided by the Supplier. Completion of assessments must not be possible until either an invigilator is confirmed, or remote invigilation commences.

- 5.6.3 A nominated invigilator must be a MRCVS or RVN who must confirm that they accept the role before the Candidate can access the assessment. They must be physically present for the duration of the assessment.
- 5.6.4 Other professionals, including doctors or lawyers will also be accepted as invigilators if neither an MRCVS nor RVN is available. The Supplier must clarify invigilator requirements for all Candidates.
- 5.6.5 Remote invigilation must be available as an option and will be provided by the Supplier or the Supplier's approved sub-contractor. Remote invigilation will be charged to the Candidate at a pre-determined rate (specified in Schedule Two (2) - Pricing Schedule).
- 5.6.6 The Supplier must provide feedback to the Candidate following completion of the assessment including the following as a minimum:
- Pass or fail;
 - Percentage mark;
 - Feedback on questions answered incorrectly to enable the Candidate to address areas of deficiency in their knowledge. The method must reduce the risk of questions being shared widely with other potential candidates.
- 5.6.7. The Supplier will monitor the online sharing of questions and replace questions as required.

5.7 Certificate of Competence

- 5.7.1 A Certificate of Competence shall acknowledge completion of a specified OCQ and shall be issued automatically and directly by the Supplier to Candidates on successful completion of the relevant assessment. The Certificate of Competence shall include an expiry date, in line with the revalidation interval. Before expiry, the Candidate will be required to undertake the relevant revalidation course. No expiry date will be given for any course for which revalidation is not a requirement e.g. Cymorth TB or VPHB.
- 5.7.2 The Certificate of Competence shall incorporate at least but not limited to the name of the Candidate, geographical location of the OV / AHP, OCQ subject title, serial number of the certificate (to be unique and generated by the Supplier), percentage score from the assessment and the Supplier's logo or badge. It must be possible for the Candidate to print their own Certificate of Competence and/or Certificate of Revalidation. Should APHA have reason to remove authorisation from an OV / AHP, the Certificate of Competence and/or the Certificate of Revalidation whilst still valid as a record of past training will not be retained by the Supplier on their database as valid. In this instance, the OV / AHP would be required to undertake the relevant revalidation course in order to be reinstated unless otherwise stated by APHA.
- 5.7.3 If the Candidate has confirmed that they require authorisation as an OV, the Supplier shall determine whether the individual has the appropriate RCVS membership before presenting them to APHA for authorisation. All prerequisite qualifications must have also been completed. It will not be possible for authorisation to be granted until all requirements have been met.
- 5.7.4 In the event that a Candidate fails an OCQ assessment, the Candidate shall have one opportunity to retake the assessment, once a two (2) week time period has elapsed. The Candidate shall not be required to pay the full cost of the OCQ but may be charged a nominal re-sit fee by the Supplier (as specified in Schedule Two (2) - Pricing Schedule). If a significant number of Candidates fail an OCQ then the Supplier shall investigate to analyse the reasons behind this and assess whether amendments to the OCQ training materials or assessment are required. Recommendations should be made to APHA as appropriate, and any changes to the training must be approved by the relevant APHA Course Director before being made available to Candidates.

5.8 Accreditation

- 5.8.1 All OCQs and revalidations (including any courses developed to meet future training requirements) shall be accredited by a professional body which is relevant to the required subject matter and recognised in England, Scotland and Wales. The Supplier shall be responsible for securing and maintaining accreditation throughout the Contract, with the cost of provision being recuperated from Candidates within the cost of their training.

5.9 Authorisation

- 5.9.1 Following successful completion of specific OCQs, including any prerequisite OCQs, Candidates may be eligible for authorisation as an OV or AHP.
- 5.9.2 APHA, on behalf of the Secretary of State, are the competent authority for the purposes of authorisation under the relevant legislation in GB: Authorisation of a veterinary surgeon as an OV or a paraprofessional as an AHP cannot be delegated to the Supplier and must be carried out by APHA, however it will be administered through the Supplier's database.
- 5.9.3 With the exception of the OCQ(V) – TT and the OCQ(AHP) – ATT qualifications, authorisation will usually be granted after successful completion of the online examination for the specific qualification as long as all other requirements are met.
- 5.9.4 To be eligible for authorisation by APHA a veterinary surgeon must be a full GB Practising Member of the Royal College of Veterinary Surgeons (MRCVS) or approved by the RCVS to practice veterinary medicine for a specified period of time in the UK as an EU national.
- 5.9.5 Animal Health Paraprofessionals must meet the eligibility criteria specific to the individual qualification.
- 5.9.6 Authorisations required for authorities outside of GB e.g. DAERA and Crown Dependencies, are the responsibility of the relevant Authority and will not be administered by the Supplier. Candidates will be responsible for providing the Authority with the relevant Certificate of Competence.
- 5.9.7 The Supplier shall provide APHA with electronic notification of OCQs and revalidations which require APHA authorisation. This should be an automated system where the APHA are notified when Candidates are eligible to be authorised.

5.10 Conditional Authorisation and Practical Assessment

- 5.10.1 In addition to the theory component, two qualifications also have a practical training requirement which is completed with a practical assessment before full authorisation can be granted. These qualifications are:
- OCQ(V) – TT;
 - OCQ(AHP) – ATT.
- 5.10.2 Following successful completion of the theory training examination, eligible Candidates completing either the OCQ(V) – TT or OCQ(AHP) – ATT will be granted conditional authorisation whilst pending a practical assessment.
- 5.10.3 For OVs conditional authorisation is granted for a period of four (4) months.
- 5.10.4 For ATTs conditional authorisation is granted for a period of six (6) months.

- 5.10.5 The Supplier is not responsible for delivering the practical training – the Candidate must nominate an OV holding the OCQ(V) – TT as their supervisor who will be responsible for their practical training and supervision.
- 5.10.6 Candidates must be able to nominate their supervisor at any point after enrolment on the course. The supervisor must accept this role before the Candidate can be granted conditional authorisation to test. The Candidate will however be able to complete the course and be awarded a Certificate of Confidence before a supervisor has been confirmed.
- 5.10.7 Veterinary Candidates can nominate any OV holding the OCQ(V) – TT authorisation who in turn must confirm acceptance of the role.
- 5.10.8 Paraprofessional candidates enrolling on the OCQ(AHP) – ATT must have a confirmed Approved Veterinary Supervisor (AVS) who must complete a short online training course to be provided by the Supplier as part of the OPCQ(AHP) – ATT and confirm acceptance of the role and provide the names of one or two deputies. There will be no examination at the end of the AVS course but the OV will be required to declare that they have read the content and understand what is required. There will be no additional charge for this course, it will be part of the OCQ(AHP) – ATT requirement.
- 5.10.9 AVSs must meet strict eligibility criteria as defined by APHA in order to be eligible for the role, including a fully compliant TB audit carried out in the two (2) years prior to accepting the role. AVSs will be granted approval to act as an AVS on submitting a declaration to the Supplier including the names of one (1) or two (2) OVs that meet the same criteria and who will act as deputies. The AVS may nominate a third temporary deputy AVS during the training period to accommodate the situation whereby a Candidate needs to visit another practice in order to fulfil the requirement to observe a set number of reactions. A list of all AVSs and deputies must be maintained by the Supplier and reported to APHA. This must include historical data detailing dates when the individual AVS or deputies were authorised to carry out the role.
- 5.10.10 Each ATT must have an AVS and one or two deputies at all times, even when fully authorised and must be reminded at the point of conditional authorisation, at full authorisation and as a minimum every six (6) months for the duration of the authorisation of their responsibility to keep the names of those supervisors updated. Conditional authorisation will not be granted until the supervisory requirements are recorded and authorisation will be suspended at any time that the training record lacks the details required.
- 5.10.11 On completion of the OCQ(V) – TT and OCQ(AHP) - ATT theory training Candidates must be automatically sent a request by the Supplier with an application form to register to the APHA IT system iSAM which enables them to record TB test results. An OV may choose not to register on Sam but instead choose to register as a non Sam-enabled OV. All ATTs must be registered on Sam. Conditional authorisation will not be awarded until the Candidate is registered. APHA will confirm once a Candidate is correctly registered.
- 5.10.12 Conditional authorisation of a veterinary surgeon as an OV or a paraprofessional as an AHP cannot be delegated to the Supplier and must be carried out by APHA, however it will be administered through the Supplier's database.
- 5.10.13 Once all of the requirements have been met, the Candidate will automatically be presented to APHA for conditional authorisation.
- 5.10.14 Whilst training, each Candidate (OVs and ATTs) will need to test a required number of cattle and see a specified number of skin reactions to the TB test before being eligible for a practical assessment. APHA will define the requirements which could be subject to change

throughout the Contract. The AVS must also confirm that this requirement has been met before an ATT Candidate is eligible for the practical assessment.

- 5.10.15 The assessment criteria must follow the minimum standard set out by APHA for the audit of all TB testers to ensure that they are meeting the required standard prior to being granted full authorisation.
- 5.10.16 The Supplier is responsible for delivery of the Practical Assessment, either directly or by the use of sub-contractors.
- 5.10.17 The Supplier will seek approval in writing from APHA for anyone wishing to become an assessor for this purpose.
- 5.10.18 The Supplier shall ensure that the assessors are suitably qualified for the role and carry out ongoing reviews and evaluation of processes, performance and standards of all individuals directly employed or sub-contracted who are carrying out the work. As a minimum the assessors must hold the OCQ(V) – TT and revalidate the qualification every four years.

5.11 Arrangement of the Practical Assessment

- 5.11.1 Candidates are responsible for arranging their practical assessment with the Supplier directly. They can do this at any time during the period of Conditional Authorisation for a date when they expect to have met all the criteria. Candidates must be encouraged to book the assessment in advance giving the Supplier as much notice as possible.
- 5.11.2 The Supplier shall be obliged to complete the practical assessment before the expiry date of the Candidate's conditional authorisation, providing the Candidate has requested the assessment giving at least six (6) weeks' notice and the Candidate has fulfilled all the requirements to be eligible for assessment.
- 5.11.3 If the Candidate is unable to meet the eligibility criteria for the practical assessment prior to the expiry of the Conditional Authorisation, they can request an extension. For ATTs this will be at the discretion of APHA on a case by case basis.
- 5.11.4 Any OV that has not completed their practical assessment within the four (4) months of Conditional Authorisation must instead have an on farm assessment carried out by their supervisor. The on farm assessment must have been carried out between two (2) and four (4) months after the date Conditional Authorisation was granted. This must be uploaded by the Candidate or their supervisor onto the Candidate's training record before the four (4) month deadline.
- 5.11.5 The Supplier will obtain a declaration from the Candidate which states the reasons for needing an extension and save this as part of their training record. They will be given two (2) options:
 - not yet reached the criteria for numbers tested or reactions seen;
 - other.
- 5.11.6 If a Candidate has not met the criteria and has uploaded the on farm assessment report, the Supplier shall automatically grant a four (4) month extension. If 'other' then the request for extension will be referred, by the Supplier, to APHA for a decision.
- 5.11.7 If the Candidate has no tests scheduled that will enable a supervised test to be carried out in the required period, the request for an extension must be escalated by the Supplier to APHA for a decision.
- 5.11.8 If the Candidate fails to have the on farm assessment with their supervisor or request an extension, Conditional Authorisation must be automatically expired by the Supplier.

- 5.11.9 Reminders will be sent from the Supplier at two (2) months, one (1) month, and then weekly thereafter, and finally upon the day before the Conditional Authorisation expiry date as a minimum.
- 5.11.10 If an extension is granted then a further request for extension can be made by the Candidate following the same process.
- 5.11.11 If after another four (4) months a Candidate has still not completed the practical assessment, the Conditional Authorisation must be expired by the Supplier, other than where there are exceptional or mitigating circumstances, which should be referred to APHA for consideration.
- 5.11.12 The Supplier must ensure that Candidates have complied with the practical assessment requirements before they are put forward for authorisation.
- 5.11.13 Prior to the practical assessment the Supplier shall confirm that the Candidate can demonstrate that the requirement for the number of animals tested and the numbers of reactions seen have been met. Evidence required from the Candidate must include the CPH number of the holding where the tests were carried out, the date of test, the number of animals tested and, the number and nature of the reactions seen. For ATTs the AVS must also confirm that the requirements have been met.
- 5.11.14 The Supplier will be responsible for auditing one hundred percent of all case logs for the OCQ(V) – TT and OCQ(AHP) - ATT and Candidates must not be presented for authorisation until these have been completed satisfactorily.

6. Revalidation

- 6.1 The Supplier shall be responsible for providing a revalidation course with an examination for all OCQs with the exception of OCQ(V) Cymorth TB and OCQ(V) - ES.
- 6.1.1 Revalidation of OCQ(V) – ES content shall be incorporated into revalidation of all other OCQ(V) courses so there will be no specific revalidation course for this qualification. Revalidation of OCQ(V) – EX will be limited to OVs that only require this qualification to carry out their OV work. For all other export related qualifications, the content will be incorporated into the main OCQ(V) revalidation course.
- 6.1.2 The Supplier shall apply the following revalidation intervals:
- OCQ (V) – every four (4) years (for all courses completed from 1 July 2019).
 - OCQ (AHP) – CSO every four (4) years.
 - OCQ (AHP) – ATT first revalidation after two (2) years, then every four (4) years thereafter.
- 6.1.3 A revalidation window must open six (6) months before the revalidation deadline for all OCQs.
- 6.1.4 The subsequent revalidation deadline must be set from the current deadline date if completed at any time within the six (6) month window.
- 6.1.5 In the event that a Candidate fails a revalidation assessment, the Candidate shall have one opportunity to retake the assessment, once a two (2) week time period has elapsed, provided that this occurs within the OCQ revalidation period or in the six (6) months following the revalidation deadline. In the event of a retake the Candidate shall not be required to pay the full cost of the revalidation but may be charged a nominal re-sit fee by the Supplier. If a significant number of Candidates fail a revalidation course then the Supplier shall

investigate to analyse the reasons behind this and assess whether amendments to the revalidation course or assessment are required.

- 6.1.6 In the event that a candidate fails the revalidation assessment on two occasions they will be required to successfully complete the full course rather than the revalidation course in order for the qualification to be reinstated.
- 6.1.7 In addition to completing an online course, veterinary candidates must also provide the Supplier with evidence that they have completed at least ten (10) hours of relevant CPD during the revalidation interval in order for the revalidation to be considered complete.
- 6.1.8 If a Candidate fails to complete revalidation before the OCQ expiry date the Candidate will be deemed to have lost their OCQ and will be notified by the Supplier in writing. Options for regaining the qualification as detailed in point 5.1.5 must be provided.
- 6.1.9 APHA must receive automatic notification from the Supplier when an OCQ is expired so that the authorisation can also be expired.
- 6.1.10 Candidates who fail to revalidate by the deadline will have a six (6) month period after the revalidation deadline date in which they can sit the revalidation in order to have their qualification reinstated, after which Candidates will need to undertake the full OCQ course in order to have their qualification reinstated and will be liable for the full cost of the OCQ.
- 6.1.11 A minimum of 10% of Candidates completing revalidation courses must be selected for verification by the Supplier to ensure that they have completed all requirements to a satisfactory standard, e.g. CPD record submitted.
- 6.1.12 Any OV already holding the OCQ(V) – SX will be permitted to choose to complete either OCQ(V) – SX or OCQ(V) – CA at revalidation to meet the requirements of the work they intend to carry out. They will then subsequently hold the authorisation for whichever one they choose to do. Those holding OCQ(V) – CA will not be able to choose to revalidate OCQ(V) – SX without completing the full SX course along with any pre-requisites that are not already held.
- 6.1.13 Any OV already holding the OCQ(V) – UX will be permitted to choose to revalidate either OCQ(V) – UX or OCQ(V) – FA at revalidation in order to continue to carry out farm animal export work. They will then subsequently hold the authorisation for whichever one they choose to do. Those holding OCQ(V) – FA will not be able to choose to revalidate OCQ(V) – UX subsequently without completing the full OCQ(V) - UX along with any pre-requisites that are not already held.
- 6.1.14 Any OV already holding the OCQ(V) – UX will be permitted to choose to revalidate either OCQ(V) – UX or OCQ(V) – EQ at revalidation in order to continue to carry out equine export work. They will then subsequently hold the authorisation for whichever one they choose to do. Those holding OCQ(V) – EQ will not be able to choose to revalidate OCQ(V) – UX subsequently without completing the full OCQ(V) - UX along with any pre-requisites that are not already held.
- 6.1.15 If the ATT role continues after the Pilot then there could be up to eighteen (18) ATT Candidates that will be required to revalidate between the contract start date and the 13 September 2020. In the event that the ATT revalidation course is not available for these candidates at the time they choose to revalidate, they will need to complete the full OCQ(AHP) – ATT theory course and assessment. The Supplier will charge the Candidates the revalidation fee only to any of these eighteen (18) ATTs completing this course and the next revalidation date will be set accordingly.

6.2 Additional Requirements for Revalidation

- 6.2.1 For the OCQ(V) – TT and OCQ(AHP) – ATT Candidates must also meet additional requirements prior to completing the declarations on successful completion of the course. For ATTs the AVS must confirm that these requirements have been met.
- 6.2.2 Candidates must declare to the Supplier that they have:
- tested the required number of animals within the revalidation interval.
 - either had an APHA, VDP or VPT Supplier audit during the revalidation interval.
- 6.2.3 Where an audit has not been carried out within the revalidation interval an OV can alternatively use evidence of a Peer Review. Peer Review is not an option for AHPs.

6.3 Peer Review

- 6.3.1 If an OCQ(V) – TT holder has not had an audit in the revalidation interval they will be able to request a Peer Review of their training record, nominating their Peer Reviewer.
- 6.3.2 The Peer Reviewer must hold OCQ(V) – TT authorisation and have had a fully compliant APHA, VDP or VPT audit in the previous four (4) years and must sign a declaration to that effect.
- 6.3.3 For each Peer Review request the Peer Reviewer will be given access to a short online training course, which is part of the OCQ(V) – TT revalidation, even if they have recently completed a Peer Review for another OV. There will be no examination at the end of the course but the OV will be required to declare that they have read the content and understand what is required. There will be no separate charge for this course, it will be part of the OCQ(V) – TT revalidation.
- 6.3.4 Details of the content of the Peer Reviewer training is included in the revalidation syllabus (Annex Sixteen (16)). The following points must be clearly covered in the training.
- An essential component of peer review training is veterinary certification – the findings at the audit regarding the OVs level of compliance with the TB testing SOP is veterinary certification.
 - The training will include guidance on the escalation protocol to APHA when non compliances are detected.
- 6.3.5 On completion of the training the Supplier will present the Peer Reviewer with a declaration to sign, in which they will be accepting the role and confirming that they have had a fully compliant APHA, VDP or VPT audit in the four (4) years prior to signing the declaration.
- 6.3.6 On completion of the declaration a three (3) month deadline will be given for completion of the Peer Review. If this is not completed by the deadline, the Peer Reviewer will be required to complete the training and declarations again for that OV.
- 6.3.7 The Peer Review report must be uploaded onto the OVs training record. This report will include a declaration that the reported findings are a true record.
- 6.3.8 The Supplier will audit a minimum of 10% of Peer Review reports and APHA will request reports for review as required, and as detailed in Appendix One (1).

6.4 Communication with Candidates

- 6.4.1 The Supplier shall provide reminders to candidates in advance of revalidation. The Supplier should develop a plan on how reminders will be sent to Candidates.
- 6.4.2 As a minimum reminders should be sent a month before the six (6) month revalidation

window opens and then monthly until a month before the revalidation date when reminders should be sent weekly and the day before.

- 6.4.3 The Supplier shall provide support to Candidates as a minimum via telephone and email to answer enquiries.
- 6.4.4 The Supplier shall respond to enquiries within two (2) working days of receipt. An automated email response will not be classed as an acceptable response.
- 6.4.5 The Supplier shall resolve enquires within five (5) working days. Where a response has been sent by the Supplier and resolution depends upon APHA advice which is delayed beyond the five (5) working days, this target is not applicable.

7. Development

- 7.1 The Supplier shall undertake a review of all courses as a minimum on an annual basis, in conjunction with APHA Course Directors. The Authority shall not incur any charges for this review. This will include assisting with update of the syllabi.
- 7.2 Content changes to all courses that are required throughout the Contract will not incur any charges to the Authority. This will include but is not limited to any updates following changes in policy and processes, clarity on areas where knowledge deficits may have been identified or where new material is made available for example from publication of scientific papers. The frequency of change will vary but as a minimum all revalidation courses must have some content update every four (4) years.
- 7.3 Support and input from the Supplier to the drafting of OV communications including but not limited to APHA Briefing Notes or journal articles or letters will not incur any charges to the Authority.
- 7.4 The Supplier shall ensure that the central database is flexible enough to accommodate all reasonable requests for revised or new reports not listed in Appendix One (1) without incurring any charges to the Authority. Such scenarios may include where the required data is already held on the database and within a time period agreed between the Supplier and the Authority to enable the Supplier sufficient time to set up the new reports.
- 7.5 Any costs associated with significant requests that involve fundamental changes to the central database in order to produce a revised or new report will be considered by the Authority on a case by case basis. The Supplier should not commence any work that will involve additional costs without prior approval, in writing, from the Authority and confirmation of funding.
- 7.6 Development of new courses will not incur any costs to the Authority where APHA supply the course materials, including those specified below:
 - Farm Animal OCQ(V)
 - Farm Animal OCQ(V) Revalidation
 - Certifying Officer OCQ (AHP)
 - Certifying Officer OCQ (AHP) revalidation
 - CSO OCQ (AHP) revalidation
 - ATT OCQ (AHP) revalidation.Development costs for all new courses are shall be recuperated by the Supplier from fees payable (as defined in Schedule 2 – Pricing Schedule) by Candidates once the new course is available for use.
- 7.7 The Supplier may, with prior approval from the Authority in writing, recharge development costs, excluding updates referred to in Sections 7.5 and 7.6, for major changes to courses which include but are not limited to:

- (a) Any significant updates to IT systems required as a result of new requirements from the Authority during the Contract.
- (b) Any changes to existing courses that result in a restructure of the course presentation as a result of changes required by the Authority. It will not include improvements to the presentation of the training as required by the accrediting body or improvements applied by the Supplier themselves.

7.8 All costs relating to such development work should be fully costed, itemized and agreed, in writing, between the Supplier and Authority in advance of work commencing.

7.9 **New Course Development:**

7.9.1 Tables four (4) and five (5) below provide a summary of new courses that the Authority intends to develop during the Contract. This is not an exclusive list and the Authority may require the development of other new courses during the Contract.

TABLE 4 – New OCQ(V) Courses

OCQ(V)		High Level Summary of Requirement	Deadline for Implementation
FA	Farm Animal Exports	Provision of a farm animal specific qualification. Currently covered under the Ungulate course which also includes equine.	2 January 2021
FAR	Farm Animal Exports	Revalidation of the farm animal exports course. Interval - 4 years. 6 month window for revalidation.	2 January 2021
Laboratory and Zoo Vet Exports	Laboratory and Zoo Vet Exports	Proposal Only. Under discussion following the 2018 OCQ(V) Review. APHA are investigating the requirements of these specialist groups in liaison with Laboratory Animals Veterinary Association (LAVA) and the British Veterinary Zoological Society (BVZS). No firm decisions as yet regarding course requirements.	1 November 2021
Laboratory and Zoo Vet Exports revalidation	Laboratory and Zoo Vet Exports	Only if main course is developed. Revalidation Interval - 4 years. Earliest deadline – 1 November 2025. 6 month window for revalidation.	1 May 2025

TABLE 5 – NEW OCQ(AHP) Courses

OCQ(AHP)		High Level Summary of Requirement	Deadline for Implementation
CSOr	Certification Support Officer	Revalidation of the CSO qualification. Interval - 4 years. First deadline - February 2023. 6 month window for revalidation.	1 August 2022
CO nv	Certifying Officer non-veterinary	Training module for non-veterinary eligible persons prior to designation as a Certifying Officer for export certification of specific commodities.	2 November 2020
CO nvr	Certifying Officer non-veterinary	Revalidation of the CO nv qualification. Revalidation interval – 4 years. Earliest deadline – 2 November 2024. 6 month window for revalidation.	2 May 2024
ATTr	Approved Tuberculin Tester	Revalidation of the Approved Tuberculin Tester. Revalidation Interval – 2 years initially, then 4 thereafter. First deadline - December 2020. 6 months window for revalidation. Earliest revalidation from June 2020.	To be confirmed – this will depend on the outcome of the ATT Pilot. See section 2.7

7.10 Current Course Uptake (including Government staff)

7.10.1 Table Six (6) below provides a summary of current course uptake and annual trends.

7.10.2 This information should only be used as a guide as course uptake should be expected to change due to external influences (i.e. policy and political changes, demands of the commercial export markets, veterinary workforce, etc), as well as influenced by the fees set by the Supplier against each course and the cost/gains analysis conducted by the veterinarian. If the training and assurance package is expensive or inconvenient to access then the numbers of OV's wishing to use the service is likely to drop.

TABLE 6 – Numbers of New Candidates Enrolling on OCQ(V)s – excluding Revalidations

	ES	TT	SS	EX	SX	UX	PX	AX	GX	CA	EQ	Total
2014 part year	210	186	10	13	3	11	15	5	2	225	0	680
2015	443	332	118	198	76	97	51	22	20	577	0	1,934
2016	410	298	95	155	21	84	60	21	14	621	0	1,779
2017	391	282	85	173	35	76	83	18	12	654	4	1,805
2018	444	331	88	190	32	60	103	24	18	674	63	2,025
2019	805	282	85	943	40	85	1035	28	20	656	63	4042
Total	2703	1707	476	1672	207	413	1347	118	86	3407	129	12265
EQ - only 1 full year (2018)												
* Includes <i>all</i> enrolments including those where authorisation as an OV is not required.												

7.10.3 Table Seven (7) below provides an estimation of potential revalidation requirements based upon current OV's that are accredited. Again this information should only be used as a guide and should be expected to change due to external influences.

TABLE 7 – Future OQC(V) Revalidations due

Year	Month											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2020	119	106	1475	114	158	139	146	214	220	244	184	130
2021	193	202	1204	444	136	212	1612	856	318	262	201	99
2022	135	86	105	76	83	63	90	122	121	166	122	78
2023	117	157	365	393	379	206	93	114	120	161	165	134
2024		556*	1481*	7687*								
Numbers only include candidates authorised as OV's. In blue - 'Blocks' of Revalidation due to previous Grandfather Rights expiry dates. *Predicted due to known block revalidations of OCQ(V) - CA and OCQ(V) – SX. Dates beyond 2023 are otherwise difficult to predict as it will depend on the numbers revalidating in the next 4 years.												

7.10.4 The Authority wishes to see a high level of uptake of training and revalidation against each OCQ in order to enhance the national capability to respond to statutory diseases including emergency outbreaks. OV services also support economic recovery through exports and protecting the livestock sector from disease risks. The Supplier shall be responsible for

publicising and promoting the training and shall employ innovative approaches that ensure maximum uptake is achieved.

7.10.5 When the current OCQ system was launched in 2015 a significant number of OV's were granted 'Grandfather Rights'. This effectively allowed OV's to be accredited against various OCQ(V)s as appropriate for work that they undertook without having to take the full course. All OV's that were originally granted Grandfather Rights have now been through a Revalidation Course in order to retain their OCQ(V), however this has resulted in blocks of OV's requiring revalidation within a similar time period. This is evident from Table Seven (7) below, and the Supplier should ensure that they are sufficiently resourced in anticipation of those blocks of revalidation to effectively support OV's as required.

7.10.6 The established blocks of revalidation are as follows:

- March 2020 – TT
- March 2021 – SS
- July/August 2021 – PX, GX, UX, AX, EQ
- Feb/March 2024 – CA
- April 2024 – CA and SX
- May/June 2024 – ES and EX although revalidation of ES will no longer be required and only a limited number of OV's will require revalidation of EX.

TABLE 8 – Numbers of OV's who are authorised under each OCQ(V)

Course	Total Number of OV's authorised – as at 8 January 2020
ES - Essential Skills	4288
EX - Exports General	2397
AX - Avian Exports	167
CA - Companion Animals	6985
EQ - Equine Exports	399
GX - Germinal Products Exports	94
PX - Product Exports	1156
SX - Small Animal Exports	436
UX - Ungulate Exports	638
SS - Statutory Surveillance	979
TT - Tuberculin Testing	2209

TABLE 9 – Current Numbers of AHPs

Course (OCQ – AHP)	Total: 13 January 2020
ATT* – Approved Tuberculin Tester (Pilot only).	Fully Authorised – 15 Conditionally Authorised (pending practical assessment) - 3
CSO** – Certification Support Officer	Authorised (GB) – 86 Holding the OCQ but not GB authorised – 608
*ATTs participating in the Pilot Study only. Future numbers will depend upon the outcome of the Pilot and cannot be predicted at the time of publication.	

****CSOs were a recent addition as part of Government EU Exit contingency planning, and numbers are not therefore reflective of future demand**

8. Quality Assurance Provision for Tuberculin Testing.

- 8.1 The Supplier shall be responsible for provision of some field audits for OV's holding the OCQ(V)-TT under the direction of APHA to monitor the application of standards of TB testing by OV's. APHA will identify OV's for audit and notify the Supplier in writing of the audits required.
- 8.2 In England, the Supplier will be responsible for completing the majority of field audits for any OV that carries out TB testing outside of the Veterinary Delivery Partner (VDP) contracts. The Supplier will not be responsible for the field audits of OV's carrying out testing under the VDP contracts.
- 8.3 The Supplier will not have any responsibility for routine field audit in Scotland or Wales but may be asked to provide field audits on an ad hoc basis if required. This would be following consultation between APHA and the Supplier to agree on the requirements and delivery of such audits.
- 8.4 APHA will carry out audits for any OV as considered necessary either instead of or in addition to the Supplier.
- 8.5 In England the costs of the field audits will be met by the OV for whom the audit is being carried out. This will be a fixed price as defined in Table 1 in Schedule 2.
- 8.6 In Scotland and Wales the responsibility for payment of the audits will be discussed and agreed in advance of provision. APHA, Scottish Government or Welsh Government may choose to subsidise or meet the full cost of these audits.
- 8.7 In England requests for audit will be sent on a monthly basis to the Supplier by APHA. These audits may be routine or in some cases targeted audits resulting from information held by APHA that indicate the individual requires a priority audit. This information could be from one (1) or more sources and particularly from:
 - a. OV performance data produced by APHA.
 - b. Reports of non-compliance which may come from an external source such as a farmer, veterinary practice or another OV.
 - c. Follow up to previous non-compliant audit.
- 8.8 OV's working outside of the VDPs will require routine audit once every three (3) years and APHA will provide the Supplier with a minimum of six months' notice for these routine audits. Targeted audit requirements will be unpredictable and will need to be prioritised over the routine audits. In general targeted audits will need to be carried out within six (6) weeks of notification unless there is good reason for a more urgent audit. APHA will agree with the Supplier whether they can carry out an audit at notice shorter than six (6) weeks.
- 8.9 Auditors can be either directly employed by the Supplier or may be employed by an appropriate sub-contractor.
- 8.10 Auditors must hold the OCQ(V) – TT qualification and be authorised as an OV to carry out TB testing. This includes the need to revalidate the qualification as for any OV.
- 8.11 The Supplier shall ensure that the auditors are suitably qualified for the role and carry out review and evaluation of processes, performance and quality of all individuals directly employed or sub-contracted who are carrying out the work. As a minimum the assessors must hold the OCQ(V) – TT and revalidate the qualification every four years. The Supplier shall provide assurance to APHA that an auditor meets the required qualifications and

meets the Suppliers Quality Assurance criteria in order to carry out this role. The Tenderer shall provide details of their QA criteria for auditors as part of their Quality Assurance system when bidding for the Contract.

- 8.12 The Supplier shall ensure that field audits of TB Tests are in accordance with APHA's protocol as detailed in the OV instructions on the APHA Veterinary Gateway at any given time.
- 8.13 APHA will provide a minimum standard of audit that must be used by the Supplier for these audits. This minimum standard can be found at Appendix Two (2).
- 8.14 These audits will be a combination of announced and unannounced with a minimum of twenty five (25) per cent being unannounced. OVs will be responsible for providing the Supplier with details of when tests will be carried out to facilitate audit.
- 8.15 Where an OV fails to comply with the requirement for audit the Supplier will notify APHA giving details and where applicable APHA will contact the OV in writing with a deadline by which the audit must be completed. Failure to comply by the deadline will result in suspension of the OVs authorisation. The deadline will be set at four (4) months from the date of the letter. This may be extended in exceptional circumstances at APHA discretion. This may include:
- a. No tests completed within the specified period;
 - b. OV on maternity leave or long term sick leave;
 - c. Supplier fails to deliver for some reason.
- 8.16 The Supplier shall ensure that auditors take corrective action on audit findings as necessary, including but not limited to:
- a. Instigation of immediate corrective action during the test where appropriate;
 - b. Immediate reporting to APHA of any failures that might invalidate a test;
 - c. Follow up letter to the OV for minor non-compliances including details of the non-compliance and corrective action required.
- 8.17 The Auditor shall provide a written report of each audit which must be retained by the Supplier and be readily available to APHA at any time. Audits with any non-compliance must be highlighted to APHA for review so that any further action can be initiated.
- 8.18 The Supplier shall provide monthly reports to APHA of all audit findings and consolidate these reports into quarterly and annual summary reports.
- 8.19 The Supplier shall assist APHA in any investigations into individual OV performance resulting from findings at audit carried out by the Supplier.
- 8.20 Depending on the outcome of the ATT Pilot, the Supplier may also be required to audit ATTs, in the event that they are able to carry out testing outside of the VDP contracts. Fees will be recoverable from the Candidates.
- 8.21 Based on the current situation, it is expected that there will be approximately seventy-five (75) to eighty (80) OVs in England working outside of the VDP when this Contract commences. However that number is subject to variation and may change once the new VDP contracts are in place in 2021.

SCHEDULE 2: PRICING

- 1 Except for Government staff, the Supplier shall recover its fees for providing the training from the individual Candidate completing the training and not from the Authority. Fees should be paid by Candidates in advance of them being able to access the course.
- 2 The recovery of any agreed fees for Government Staff will be via APHA or from their respective Government organisation, not directly from the individual themselves. These fees shall be paid to the Supplier on receipt of a valid invoice, in accordance with clause C of Appendix B – Authority’s Conditions of Contract.
- 3 The Supplier shall adopt a consistent approach to pricing, with an approximate price per hour of training, including the final examination.
- 4 The Supplier shall be responsible for the complete cost of delivery, including all associated IT costs. The Authority will not be liable for any costs, except those agreed in advance in writing associated with development work, as detailed in Section Six (6) of Schedule One (1).
- 5 From time to time the Authority may choose to pay the costs of training on behalf of the Candidate and will reimburse the Supplier at the published rates, or any other specially discounted rates agreed in writing with the Supplier in advance. These costs shall be paid to the Supplier on receipt of a valid invoice, in accordance with clause C of Appendix B – Authority’s Conditions of Contract.
- 6 The Supplier may offer the OCQ training courses to Candidates located outside of the UK, the CDs or OTs, for whom the Authority has no direct interest. The Supplier may operate a different scale of fees to such Candidates at its discretion. Overseas Candidates shall not be included in the GB register of OCQs.
- 7 The Supplier shall be responsible for operating a dynamic and attractive pricing regime to encourage strong uptake of each OCQ. Consideration should be given to reduced rates for veterinary students, early booking, candidates registering for multiple OCQs at the same time, or other strategies which increase take up. Such discounts must be non-discriminatory and must be published as part of a transparent price list.
- 8 The Authority may, from time to time, wish to promote specific OCQs to address its particular requirements. In such circumstances the Authority will work with the Supplier to devise funded promotions and/or discounts to Candidates which may vary from the published pricing list. The Supplier is free to devise similar schemes and promotions of its own if desired, however these must be agreed with the Authority in advance.
- 9 The Supplier shall not render any charge upon the Authority or individual Candidates for APHA staff undertaking the VPHB course. For the OCQ training courses the Supplier shall operate a separate scale of fees for Government staff, which shall be at a discounted rate compared to those fees levied for other Candidates.
- 10 Table One (1) below sets out the various pricing brackets that the Supplier shall be permitted to apply as part of the approved pricing strategy. As stated in clause nine (9) above, the Supplier is required to provide a separate discounted scale of fees for Government staff.
- 11 The Supplier shall be entitled to apply to vary the Scale of Fees annually upon the anniversary of the contract commencement date, and following prior approval from the Authority. The Supplier shall submit any proposed variations to the Scale of Fees along with a robust justification and any supporting evidence, in writing, to the Authority’s Contract Manager at least two (2) calendar months prior to proposed implementation. Variations will normally need to be linked to:

- (a) uptake of the service (i.e. the difference between the actual number of enrolments and revalidations compared to the estimated numbers provided in Tables 6 and 7);
- (b) efficiencies achieved as a result of the implementation of the Supplier's Continuous Improvement Plan;
- (c) significant, and evidenced variations in overheads and/or more general service delivery costs. Changes of this type shall be capped at the average rate of the Consumer Price Index (CPI) over the 12 months prior to the proposed change.

The Authority's Contract Manager will provide approval or otherwise, in writing, to the Supplier at least ten (10) working days prior to the proposed implementation date. If the Authority has not approved the proposed changes and/or discussions are ongoing by mutual consent, the implementation date shall be deferred to at least ten (10) days following any subsequent approval from the Authority.

Table 1: Scale of Fees

Ref	Price	Description	
A	(i) Other Candidate	Registration Fee (fixed price)	A one-off fee, payable by each Candidate on initial registration for the Service. This shall not be payable on an annual basis and shall not vary according to the number of OCQs that a Candidate chooses to undertake.
	(ii) Government Candidate		
B	(i) Other Candidate	OCQ Fee (fixed price)	The price payable per OCQ by each Candidate in relation to all OCQs they choose to undertake, including training and assessment.
	(ii) Government Candidate		
C	(i) Other Candidate	OCQ(V)-TT Practical Assessment Fee (fixed price)	The price payable by each Candidate to undertake the practical assessment of the OCQ(V)-TT. This same fee is also payable for any resits that are required for any Candidate who fails their initial practical assessment and wishes to re-take.
	(ii) Government Candidate		
D	(i) Other Candidate	OCQ(AHP)-ATT Practical Assessment Fee (fixed price)	The price payable by each Candidate to undertake the practical assessment of the OCQ(AHP)-ATT. This same fee is also payable for any resits that are required for any Candidate who fails their initial practical assessment and wishes to re-take.
	(ii) Government Candidate		
E	(i) Other Candidate	Revalidation Fee (fixed price)	The price payable per revalidation course by each Candidate in relation to all revalidation courses they choose to undertake, including training and assessment.
	(ii) Government Candidate		
F	(i) Other Candidate	Revalidation Re-sit Fee (fixed price)	The price payable per OCQ or revalidation re-sit by each Candidate who fails and wishes to re-take a course assessment.
	(ii) Government Candidate		
G	Audit Fee - TB (fixed price)		The price payable per TB skin test audit for an OV holding the OCQ(V) – TT. The same fee will be applicable to an ATT holding the OCQ(AHP) - ATT if required in the future.
H	Remote Invigilation Fee (fixed price).		The price payable per Candidate for provision of remote invigilation for the online course examinations.

- 12 A 'Total Price' (question reference C01 on Bravo) will be calculated for each Tenderer for the purpose of evaluation as follows:

Table 2: Total Price

Ref	Price	Model
A(i)	Registration Fee	x 1,159 (10% of the average annual OCQ(V) enrolments x 5 year contract term)
B(i)	OCQ Fee	x 11,595 (average annual OCQ(V) enrolments x 5 year contract term)
C(i)	OCQ(V)-TT Practical Assessment Fee	x 1,525 (average annual OCQ(V)-TT enrolments x 5 year contract term)
D(i)	OCQ(AHP)-ATT Practical Assessment Fee	x 15 (current number of ATTs)
E(i)	Revalidation Fee	x 19,428 (total anticipated number of revalidations from Nov 2020 – Apr 2024)
F(i)	Revalidation Re-sit Fee	x 1,942 (10% of the total anticipated number of revalidations from Nov 2020 – Apr 2024)
G	Audit Fee - TB	x 152 (10% of the average annual OCQ(V)-TT enrolments x 5 year contract term)
H	Remote Invigilation Fee	x 5,797 (50% of the average annual OCQ(V) enrolments x 5 year contract term)

- 13 A 'Government Price' (question reference C02 on Bravo) will be calculated for each Tenderer for the purpose of evaluation as follows:

Table 3: Government Price

Ref	Price	Model
B(ii)	Government OCQ Fee	x 1
E(ii)	Government Revalidation Fee	x 1

- 14 Question C01 will be worth 90% of the overall commercial score available. Question C02 will be worth 10% of the overall commercial score available. The maximum marks available for each commercial question will be awarded to the Tenderer which submits the lowest price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price, using the following mechanism (this example is based on a maximum score of 10%):

Score = Lowest Tender Price /Tender Price x 10% (Maximum available marks for each question)

For example, if three Tenders are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = £3000/£3000 x 10% (Maximum available marks) = 10%

Tenderer B Score = £3000/£5000 x 10% (Maximum available marks) = 6%

Tenderer C Score = £3000/£6000 x 10% (Maximum available marks) = 5%

SCHEDULE 3: PERFORMANCE MANAGEMENT

- 1 As part of the Authority's continuous drive to improve the performance of all Suppliers, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 2 The PMF purpose is to set out the obligations on the Supplier, to outline how the Supplier's performance will be evaluated and to detail the sanctions for performance failure. The Supplier is responsible for the performance of any sub-contractors.
- 3 Key Performance Indicators (KPIs) are essential to align Supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic, achievable, and set to indicate where the service is failing if they are not achieved.
- 4 KPIs are set out at Table One (1). They will be monitored on a quarterly and annual basis as appropriate to the Service and will form part of the contract performance review.
- 5 The Authority will be entitled to refine, vary or modify the KPIs, performance standards and service credits from time to time during the Contract Period through a variation to be agreed with the Supplier using a Contract Change Note.
- 6 Where a KPI has a percentage measure, the Supplier's performance will be rounded up or down to the nearest whole number.
- 7 The Supplier will produce a quarterly Performance Management report, detailing performance against the KPIs. The report will be circulated to APHA on a quarterly basis, at least one week prior to the date of the Quarterly Review Meeting.
- 8 The Supplier will maintain their own management reports, including Issues Log, which will include detail on periodic checks to ensure quality. This data will be made available to the Authority on request.
- 9 Any performance issues highlighted in the quarterly reports must be addressed by the Supplier, who may be required to provide a formal improvement plan to address all issues highlighted within ten (10) working days of request by the Authority.

Table 1 - Key Performance Indicators (KPI's)

KPI	Description	Measure	KPI Target	Source(s)
KPI 1 -Service Delivery	TB Practical Assessment	Assessment to be completed before the expiry date of the conditional status provided the Candidate has completed all the requirements of the qualification and has given a minimum of 6 weeks' notice to the Supplier.	100%	Supplier Report
KPI 2 – Service Delivery	Compliance	All OCQ(V) - TT and OCQ(AHP) - ATT case logs to be reviewed for compliance prior to authorisation being granted.	100%	Supplier Report
KPI 3 – Service Delivery	Monitoring	Verification of 10% of candidates completing revalidation courses must be completed by the Supplier.	10%	Supplier Report
KPI 4 – Service Delivery	Candidate Support	<ul style="list-style-type: none"> (i) Enquires to receive a response within 2 working days of receipt. An automated email response will not be classed as an acceptable response. (ii) Enquiries to be resolved within 5 working days. Where a response has been sent and resolution depends upon APHA advice which is delayed beyond the 5 working days, this target is not applicable. 	95%	Support Report
KPI 5 – Service Delivery	Availability of the Training	Access to training courses is shall be available for Candidates 24/7 throughout the Contract Period, with any necessary downtime pre-planned, agreed with APHA, and communicated to OVs.	99%	Supplier exception report

SCHEDULE 4: GOVERNANCE AND CONTRACT MANAGEMENT

- 1 APHA will manage, on behalf of the Authority, the contract for Services resulting from this procurement. For routine management, the Authority will appoint from within APHA:
 - Supplier Liaison Officer (SLO)
 - Deputy SLO (DSLO)
 - Contract Manager (CM)
- 2 APHA will decide as appropriate whether the SLO or DSLO is the principal point of contact.
- 3 The Supplier will appoint a corresponding Service Manager (SM) and Deputy Service Manager (DSM).
- 4 Quarterly meetings will be held with the Supplier, principally to review progress and operational delivery of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues.
- 5 A strategic review meeting will be held annually. The meeting will review performance over the past year and look ahead to the next year, including strategic and financial issues. The risk, issues and actions register will be reviewed.
- 6 Issues which cannot be resolved by the SLO and SM (and Deputies) through routine contact will be referred to the CM who may either mediate a solution or raise the matter at the next Quarterly and/or Annual Review Meeting as appropriate, involving the Authority as necessary.
- 7 Other meetings may be held, at the discretion of APHA or the Authority or at the request of the Supplier, throughout the life of the contract.
- 8 The Supplier will be responsible for travel and subsistence costs incurred as a result of attendance at any meeting. Meetings may also be held by teleconference with the agreement of all parties.
- 9 Quarterly and Annual meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.
- 10 All meetings will be minuted, with secretariat support and actions provided by APHA, with agreed dates for completion. The Supplier will maintain a joint register of risks, issues and actions. The CM should ensure that all meeting minutes, risk registers and any other contract documentation is recorded against the Authority's contract records.
- 11 Table One (1) of this Schedule gives the purpose of each of these meetings with the Supplier, and the required attendees.

Table 1 – Contract Management Meeting Schedule

Meeting	Attendance	Content
<p>Specific Issues, ad hoc</p>	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and/or DSLO • Secretariat support • OV Team representative (if required) <p>Supplier:</p> <ul style="list-style-type: none"> • SM and/or DSM <p>Any other APHA, Authority or Supplier staff needed to progress the issue</p> <p>NB - The CM may alternatively Chair the meeting if facilitation is required.</p>	<ul style="list-style-type: none"> • Urgent issues • Specific technical or contractual issues requiring detailed discussion
<p>Quarterly Contract Review Meeting</p>	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and DSLO • CM • OV Team representative • Course Director(s) <i>(if required)</i> • Head of Contract Management <i>(if required)</i> • Secretariat support <p>Supplier:</p> <ul style="list-style-type: none"> • SM and/or DSM 	<ul style="list-style-type: none"> • Operational performance in previous quarter • Detailed performance review against KPIs • Risks, issues and actions register • Course specific issues <i>(including any development work)</i> • Review of Scale of Fees <i>(usually only in the quarterly meeting prior to the annual review meeting)</i> • Continuous Improvement
<p>Annual Review Meeting</p>	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and DSLO • CM • OV Team representative • Course Director(s) <i>(if required)</i> • Head of Contract Management <i>(if required)</i> • Secretariat support • Defra Group Commercial representative <i>(if required)</i> • Other Authority representatives <i>(as required)</i> <p>Supplier:</p> <ul style="list-style-type: none"> • SM and/or DSM • Any other representative that the Supplier feels relevant from within their organisation 	<ul style="list-style-type: none"> • Annual Service Review against KPIs, • Risks, issues and actions register • Course specific issues (including any development work) • Review of Scale of Fees • Continuous Improvement • Strategic Direction / Policy Updates

SCHEDULE 5: CONTINUOUS IMPROVEMENT

- 1 Following the Contract Implementation Period and commencement of services, the Supplier shall develop a Continuous Improvement Plan (CIP), to be submitted to the Authority and agreed before the first Quarterly Contract Review Meeting. Once agreed, the Supplier shall report regularly on progress against the CIP.
- 2 The Supplier shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which shall include, but is not limited to:
 - New and evolving relevant technologies which could improve the Service.
 - New or potential improvement which enhances the quality, responsiveness, procedures, methods and customer support services.
 - Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority or Candidates.
- 3 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvements should be implemented. The Supplier shall provide any further information that the Authority requests.
- 4 The Supplier shall be obligated at all times to seek to improve its efficiency in providing the Services to the Authority and to review the level of charges in light of possible efficiency gains. Where such improved efficiency is achieved the Supplier shall propose a reduction in the scale of fees and effect such reductions by agreement with the Authority.
- 5 The Supplier shall identify and report on the Continuous Improvement Plan and any proposed improvements at each quarterly review meeting. If the Authority wishes to incorporate any improvement, changes will be made by a Variation to the Contract.

SCHEDULE 6: CONTRACT IMPLEMENTATION PERIOD – START OF CONTRACT

1. The Supplier shall receive the existing OV and AHP Databases and Training Records in a free format such as but not limited to Microsoft Excel. This will be done on four (4) separate occasions during the Contract Implementation Period as follows:
 - a) within ten (10) working days of the Contract being signed;
 - b) two (2) months prior to Service Commencement;
 - c) one (1) month prior to Service Commencement; and
 - d) two (2) working days prior to Service Commencement.
2. The Supplier may also request the OV and AHP Databases and Training Records in a format which supports live data transfer, such as but not limited to an API. The number of transfers of the data in this format during the Contract Implementation Period shall be unrestricted and negotiated directly between the Supplier and the Outgoing Supplier. The Supplier shall be liable for any additional costs incurred by either party as a result of transferring the data in such a format to allow live data transfer.
3. The Supplier shall receive the Outgoing Supplier's text-based course content into a Microsoft Word document format within ten (10) working days of the Contract being signed.
4. If the Supplier is interested in using the Outgoing Supplier's existing video course content, then this shall be negotiated directly between the Supplier and the Outgoing Supplier, and the Authority shall not be held liable for any costs associated with any arrangements agreed between the parties.
5. A transitional deadline shall be applied to all candidates that have enrolled with the Outgoing Supplier prior to Service Commencement. The Outgoing Supplier shall continue to provide training and assurance services to these Candidates for two (2) months after Service Commencement. Candidates will need to have completed their course(s) with the Outgoing Supplier within two (2) months of Service Commencement.
6. Candidates enrolling on courses after Service Commencement will be required to enroll with the Supplier.
7. The Outgoing Supplier will communicate the changes to all current and future Candidates. The Authority shall draft an electronic communication which the Outgoing Supplier shall publish and cascade to all candidates from four (4) months prior to Service Commencement. The communication shall advise all Candidates that anyone enrolled before the date of Service Commencement will need to complete their training within two (2) months of that date. The Outgoing Supplier will issue this communication to all Candidates via email and also make this information visible on their web page.
8. The Supplier shall be responsible for providing the OCQ(AHP)-ATT and OCQ(V)-TT practical assessment for any Candidate who has enrolled on the OCQ(V)-TT or OCQ(AHP)-ATT course with the Outgoing Supplier but not completed their practical assessment two (2) months after Service Commencement.
9. The Authority shall be liable for paying the Supplier the OCQ(V)-TT or OCQ(AHP)-ATT Practical Assessment Fee for any Candidates enrolled with the Outgoing Supplier that have not completed their practical assessment two (2) months after Service Commencement.

10. The Supplier shall receive the risk log from the Outgoing Supplier three (3) months after Service Commencement.
11. The actions and responsibilities described above in paragraphs 1 – 10 are in addition to activity and timelines set out in the Supplier's Transition Plan.

SCHEDULE 7: CONTRACT IMPLEMENTATION PERIOD – END OF CONTRACT

1. As a minimum, the Supplier shall provide the Replacement Supplier with the OV Database and Training Records in a free format such as but not limited to Microsoft Excel. This will be done on four (4) separate occasions prior to expiry of the Contract, during the Contract Implementation Period as follows:
 - a) within ten (10) working days of the contract with the Replacement Supplier being signed;
 - b) two (2) months prior to the Contract End Date;
 - c) one (1) month prior to the Contract End Date; and;
 - d) two (2) working days prior to the Contract End Date.
2. The Supplier shall also offer to provide the Replacement Supplier with the OV Database and Training Records in a format which supports live data transfer, such as but not limited to an API. The number of transfers of the data in this format during the transition phase shall be unrestricted and negotiated directly between the Supplier and the Replacement Supplier. The Replacement Supplier shall be liable for any additional costs incurred by the Supplier as a result of transferring the data in such a format to allow live data transfer.
3. Prior to expiry of the Contract, the Supplier shall provide the Authority with a list of archived data to be transferred over to the Authority. The format for the data transfer shall be confirmed by the Authority.
4. The Supplier shall extract all text-based course content into a Microsoft Word document format which can be easily transferred to the Replacement Supplier. The transfer of the data to the Replacement Supplier shall be arranged by the Supplier and completed within ten (10) working days of the contract with the Replacement Supplier being signed.
5. The Supplier shall provide the Authority with an example of the text-based content to include in the tender specification document. The format shall be agreed in advance with the Authority and provided to the Authority no later than ten (10) months prior to the Contract End Date.
6. The Supplier shall not be required to transfer video course content. If the Replacement Supplier is interested in using the Supplier's video course content, then this shall be negotiated directly between the Supplier and the Replacement Supplier, and the Authority shall not be held liable for any costs associated with any arrangements agreed between the parties.
7. A transitional deadline shall be applied to all Candidates that have enrolled with the Supplier prior to the Contract End Date. The Supplier shall continue to provide training and assurance services to these Candidates until two (2) months after the Contract End Date.
8. Candidates enrolling on courses after the Contract End Date will need to enroll with the Replacement Supplier.
9. The Supplier shall be proactive about communicating the changes to all current and future Candidates. The Authority shall draft an electronic communication which the Supplier shall publish and cascade to all Candidates from six (6) months prior to the Contract End Date. The communication shall advise all Candidates that anyone enrolled before the Contract End Date will need to complete their training within two (2) months of the Contract End Date. The Supplier

shall issue this to all Candidates via email and also make this information visible on the Supplier's web page.

10. At the end of the Contract, the Supplier shall provide the Authority with a monthly report during the Replacement Supplier's Contract Implementation Period identifying the Candidates that have enrolled but not completed their course.
11. An end of contract closure meeting will be scheduled for three (3) months after the Contract End Date where the Supplier shall pass the risk log over to the Replacement Supplier.
12. In addition to the Supplier's responsibilities set out in clause E9.1 of the Contract, the Supplier shall agree to retain all of the data (including personal data) they hold in respect of the Contract for 6 months after the Contract End Date. This is to enable the Supplier to recommence service provision in the event of supplier failure. The Supplier shall ensure that all personal data is managed in accordance with the conditions set out in clause E2 and Appendix 3 (Outline Security Plan) of the Authority's Terms and Conditions of Contract (Appendix B). The Authority shall be liable for any additional costs incurred by the Supplier for data storage, and any costs incurred by the Supplier if a recommencement of service is required. All costs in respect of data storage and service recommencement should be agreed with the Authority in advance of being incurred by the Supplier.

SCHEDULE 8: COMMUNICATION ROUTES FOR QUERIES/APPEALS

- 1 The Supplier shall contact APHA’s OV Team in the first instance with any queries or appeals. Where the query relates to a specific course then the lead Course Director for the specific course can be contacted. Where required the OV team/the Course Director will escalate up to the Veterinary Contact (SLO) and the Contract Contact (CM).

Contact Details	Reasons for Contact
OV Team Contact: Phone: Email:	General Business as Usual queries. Appeals.
Course Directors:	Queries relating to a specific course.
Veterinary Contact (SLO) Phone: Email:	Contact if queries/appeals need escalating – first point of call should always be the OV Team.
Contract Contact (CM) Phone: Email:	Contract queries.

ANNEXES 1-16 – SYLLABI

Annexes 1 to 16 that are applicable to this Invitation to Tender and any subsequent contract are available to view and download from Bravo.

APPENDIX 1 – REPORTS

Report	Frequency Required
Numbers holding each OCQ(V) and OCQ(AHP) – authorised OV's and AHPs; Total numbers for each authorisation plus split into England, Scotland and Wales.	Monthly totals for each in a running table (that shows previous all month's figures as well).
Numbers holding each OCQ(V) and OCQ(AHP) by post code district of registered address.	6 monthly and as request.
Total number of OV's (as distinct from number of OCQ(V)s held) split into England, Scotland and Wales.	Monthly.
Numbers holding each OCQ – non – authorised. E.g. Crown Dependencies, DAERA.	6 monthly
Number enrolling onto OCQ main course each month.	Annually
Number revalidating each OCQ each month.	Annually
Number of each qualification expired.	Monthly
Number of each authorisation expired.	Monthly
Number of APHA staff holding various OCQs / authorisations, split into England, Scotland and Wales.	Annually and on request.
Number of APHA staff holding VPHB.	Annually and on request.
Report on Peer Reviewers – number, names, and location, date accepted role and reviews undertaken (OV name, number, location and date).	Quarterly.
Report on OV's that have used Peer Review for revalidation.	Quarterly.
List of all ATTs (names, number and location, date authorised, name of AVSs).	Immediately accessible to APHA as required.
List of all AVSs (name, number, location, date of authorisation) and their associated ATTs (name. number and location)	Immediately accessible to APHA as required.
List of all CSOs (Name, number, location, date of authorisation) and their associated supervising OV (name, number and location).	Immediately accessible to APHA as required.
APHA to be able to check any OV to ensure authorised appropriately at the time of carrying out any OV work – including historical data plus allowing authorised APHA staff to check export certifications in bulk.	As required.
APHA to be able to see the complete individual records of all OV's and ATTs.	As required.

APPENDIX 2 – MINIMUM STANDARD AUDIT REQUIREMENTS FOR TUBERCULIN SKIN TEST AUDITS

1. The following audit checklist represents the minimum standard of audit that must be delivered for all TB testers carrying out the Tuberculin skin test, regardless of who is delivering the audit.
2. This minimum standard may be enhanced by audit providers to satisfy their own audit requirements.
3. The nature of the non-compliances that may be encountered are indicated and rated according to severity. The categories are based on the *potential* impact the non-compliance could have, not on the *actual* impact on the test being carried out. Any non-compliance that falls into the 'critical' category could potentially affect the validity of the test. The category of non-compliance will inform the decision regarding the nature and severity of the sanctions to be applied.
4. Auditors must also refer to the TB Auditing Standard Operating Procedure Document (TR315) - the areas to be covered during the auditing process.
5. Prior to conducting an audit the auditor must confirm that the person to be audited holds the correct authorisation to test – either under the OCQ(V) – TT for veterinary surgeons or the OCQ(AHP) – ATT for paraprofessionals.
6. Sanctions for non-compliances with TB testing requirements will be proportionate to the severity of the non-compliances or their multitude, taking into account possible rectification *in situ* and/or mitigating factors. They will be assessed by APHA on a case by case basis.
7. If the auditor observes practice that would affect the validity of the test, they must take immediate action, not allowing it to be continued. Consideration must also be given to requiring re-testing/ re reading of unsatisfactorily tested animals to avoid declaring a test void.
8. Depending on the nature of the non-compliances the action taken may include the following:

Action by the auditor at the test:

- advice (verbal)
- correction at the time
- putting animals back through the crush

Action by APHA or by the Supplier for minor non-compliances:

- advice (written)

Action by APHA:

- re-training
- non-payment for test
- suspension or revocation of OCQ(V) - TT
- request improvement plan
- interview with practice principal
- suspension from OCQ(V) - TT
- suspension from all OCQs
- referral to the Royal College of Veterinary Surgeons (RCVS).

Assessment Area	Category of non-compliance				
	SATISFACTORY	UNSATISFACTORY → UNACCEPTABLE			
		Minor	Intermediate	Major	Critical
Time of reading of test	Test completed within 72 +/- 4 hours of TT1				Failure to turn up at TT2 Test not started or completed within 72 +/- 4 hours. (Escalate to APHA for advice)
Official Veterinarian	Same OV testing on TT1 is reading on TT2 unless APHA authorises otherwise.			A different OV reads on Day 2 without APHA authorisation. (Escalate to APHA)	
Hygiene					
Protective clothing	All protective clothing must cover any normal clothing completely, be clean on arrival, suitable for C & D, or can be removed and sealed in a bag prior to leaving the premises e.g. Wellington boots plus protective layer which is removed before leaving the farm. Brown coats/ paper overalls which are removed and bagged before leaving the farm	Clean but incomplete protective outer layer and no spares available. Waterproof PPE items significantly perished or damaged so that clothing underneath is exposed.		Soiled or no protective clothing prior to start of testing. Failure to agree to C&D or about to start test without having completed C&D.	
PPE Cleansing & disinfection (C&D)	OV spotless. C&D completed before and after testing. Use of an approved disinfectant at correct dilution.	Disinfectant dilution is not accurately measured. A part of the C&D, equipment is missing but procedure still carried out effectively.	Poor C&D technique. C&D not completed before testing. (unless clean / new kit then reduce to minor) Significantly incomplete C&D equipment.	No C&D of PPE after testing or both before and after testing. No disinfectant or use of a non-approved disinfectant.	
Equipment Cleansing & disinfection (C&D)	Test equipment visibly clean		Test equipment not cleaned / disinfected after testing.	Dirty testing equipment. No C&D equipment for cleaning test equipment. (NA if going back to practice to clean and all kit properly bagged to prevent contamination)	
Vehicle Cleanliness	Vehicle clean on arrival other than any dirt that would reasonably be expected to be caused by the journey to the farm		Vehicle dirty on the outside and visibly contaminated with	Vehicle dirty on the outside and visibly contaminated with manure/slurry and	

			manure/slurry but vehicle not taken into animal area.	vehicle taken into animal area. Vehicle contaminated with faeces inside and out – irrespective of where parked on the premises.	
Tuberculin					
Tuberculin storage	Vials protected from light, adverse temperature and dirt. Stored according to data sheet	Poor stock control - unnecessarily high amount of vials unrefrigerated in vehicle.	Not stored according to data sheet. Dirty vials.		Not stored according to data sheet and likely to affect efficacy of the test – frozen / overheated.
Tuberculin use	New un-breached vials. Use of corresponding Avian and bovine batch numbers. Only one set of corresponding batches used for test. In date. Adequate number of vials.	Avian and bovine tuberculin batch numbers correspond, but more than one set used. Poor stock control or high wastage of tuberculin	Tuberculin batch numbers recorded incorrectly for test report.	Use of breached vials.	Use of out of date tuberculin. Use of vials which have visibly contaminated contents. Non corresponding Avian and bovine batch numbers used.
Equipment					
Testing equipment	Functional and well maintained: Syringes, clippers / scissors / Callipers. Bovine & avian syringes clearly identified.	Failure to bring evidence bags. (E+W only) Only one syringe identified from the start of the test	Failure to carry functional tagging equipment. (E+W only)		Attempting to test with non-functional, missing or non-validated equipment. Neither syringe clearly identified as bovine and avian.
Spare equipment	Full set of syringe spares or spare syringe. Spare scissors. Spare callipers. Spare callipers clearly identified Spare readily available.	Spare & primary callipers not clearly identified. Partly incomplete set of syringe spares / needles unlikely to impede test and ready access to spares No spare callipers on first or second day- but ready access to spares			N.B. Attempting to complete the test with incomplete set of equipment
Equipment to swab / change the needles	Enough spare needles. Tester carries cotton wool and spirit or an equivalent to swab the needles. Clean cotton wool at start of test		Dirty cotton wool swabs used.	No swabs or spirit or equivalent used to disinfect the needles.	
Test performance					

On Arrival	Syringes loaded from new vials before the test.			Attempt to start a test with guns loaded with tuberculin from previous test	
Animals identified	All ear tags read and recorded. TT1 and TT2 If no official ear tag present, other unique identifier recorded. If temporary ID required, unique marker given and recorded.	An unintentional reading / recording error, which is suitably rectified and does not affect test result.	If no official ear tag present and failure to use a suitable unique marker.	Repeated reading or recording errors. Any errors which may affect the test result.	Not all official ear tags / identities read and recorded. (TT1 or TT2)
Injection site location	Consistent and appropriate siting of injections. Suitable secondary sites chosen when needed. Auditors can use some discretion when assessing the suitability of the secondary site – injections placed outside of the middle third of the neck may be invalid and where there is doubt cases must be referred to APHA for a decision Both sides of the neck used for e.g. small calves.		One animal has an inappropriate injection site location with no reasonable explanation. 2 nd injection placed in same injection site.	10% or more animals with inappropriate injection site locations and no reasonable explanation.	(Multiple, consistent or intentional inappropriate injection location. Choosing an injection site that would be likely to invalidate the test result.)
Injection site visibility	All clip marks are visible. All injections placed in clipped area.	One animal has a single clip mark to place both injections.	Two or more animals have a single clip mark to place both injections. One or two injections not placed in clipped area.	10% or more animals with no visible clip marks. Consistent intentional failure to make two clip marks, one per injection. Three or more injections placed outside clipped area.	Consistent intentional failure to clip. No visible clip marks Consistent failure to ensure injections placed in clipped area.
Skin measurement technique	Skin measured before injection. Callipers consistently used accurately. Use of two-handed technique. Measurements recorded.		One animal not measured accurately but does not affect the outcome of the test. One animal measured with one hand. Skin measured after injection.	Accuracy of measuring technique questioned. Two or more animals measured inaccurately but does not affect the outcome of the test. Two or more animals measured with one hand.	Clearly or intentionally inaccurate measurements taken. Consistent intentional failure to measure using both hands. Inaccurate measurement affects test outcome. Skin estimates used instead of callipers. Not all skin thicknesses measured / recorded and not corrected on the day.

Intradermal injection technique	<p>Use of injection technique which will consistently produce an effective intradermal injection.</p> <p>All injection sites examined showed evidence of an effective intradermal injection.</p> <p>Avian and bovine tuberculin are administered in the correct injection sites. (Avian top, bovine bottom)</p> <p>Tester is fully aware of the protocol to follow if the syringe has been filled with the wrong tuberculin.</p>				<p>Consistent intentional failure to use a technique which would achieve an effective intradermal injection.</p> <p>*NB Professional judgement should be used to determine if a successful intradermal injection has been achieved. In fatty skin with apparent good technique the nodule can be subtle.</p> <p>Wrong tuberculin injected in wrong site and not corrected by reinjection at alternate site or error not recorded on TB52 – critical for the animal/s affected</p> <p>The syringe is accidentally filled with the wrong tuberculin and the protocol is not followed.</p>
Inspection and Palpation of injection sites Day1	<p>All sites visually inspected to verify that the area is clearly blemish-free and relevant findings recorded.</p> <p>All sites palpated after injection to verify effective intradermal injection unless nodule visible.</p> <p>When not confirmed a suitable secondary site is chosen. This action is recorded.</p>		<p>No inspection/ recording of lumps/ blemishes on neck.</p>	<p>Injection at sites with prior lumps/ blemishes.</p>	<p>Consistent intentional failure to palpate to verify intradermal injection.</p> <p>*NB Professional judgement should be used to determine if a successful intradermal injection has been achieved. In fatty skin with apparent good technique the nodule can be subtle.</p>
Needle changes	<p>Needles changed between farms.</p> <p>Needles changed during the test when appropriate i.e. bent blunt, visibly contaminated with blood/ faeces etc.</p>	<p>Needles used when clearly bent or blunt but producing a nodule</p>		<p>Needles not changed but cleaned with swabs when visibly contaminated with blood or faeces.</p> <p>Needles not changed between farms.</p>	<p>Needles used when visibly damaged and not producing a nodule.</p> <p>Grossly contaminated needles not changed.</p>
Needles swabbed	<p>Needles swabbed between every animal.</p> <p>On inspection swabs are moist and clean.</p>	<p>Needles swabbed at irregular intervals.</p> <p>On inspection swabs have been allow to become dry or very dirty.</p>		<p>No attempt to swab needles between animals.</p> <p>No swabs or spirit carried for this purpose.</p>	

	Cotton wool or cotton swabs used- in holsters or separately Surgical spirit used.	Non-approved disinfectant used.			
Palpation and measurement of injection sites Day2	All animals palpated. All skin reactions are detected if present. If reaction/s is/are present both skin sites are measured and recorded. The nature of the skin reactions are recorded (e.g. presence of oedema).		All animals palpated, but failure to detect, measure or record one or two skin reactions or findings (no influence on test result). Both sites not measured when a single reaction found.	Failure to palpate, detect, measure or record skin reactions or findings in two or more sites (no influence on test result).	Not all animals palpated. Clearly inadequate attempt to palpate. Consistent intentional failure to detect, measure or record skin reactions. Failure to detect, measure or record skin reactions which influences test result.
Interpretation of skin measurements	Day 1 and Day 2 measurements are compared while the animal is restrained. Any Day 1 remarks reviewed. Correct interpretation using prescribed level of severity. Carries an appropriate test interpretation chart. NB. Hand held device works out reactors and IRs so no chart required.	Failure to possess or use an appropriate interpretation chart or alternative system (no influence on test result).	Day 1 and Day 2 measurements are compared once the animal is released (no influence on test result).	Failure to identify reactors or IR due to incorrect interpretation used (test validity not affected but further OV training may be required)	Failure to possess Day 1 data. Failure to compare Day 1 and Day 2 measurements. Failure to review Day 1 remarks.
Additional tasks					
Reactor tagging TT2 only N.B. Scotland – metal reactor tag is applied by APHA staff only	Tags correctly applied in a secure site with minimal trauma. Both tag parts carry the same number. Tag number recorded against animal ID. Tissue sample successfully collected. Sample placed in a fully labelled evidence bag. Sufficient R tags carried or readily available i.e. at least 5 tags (unless fewer than 5 animals tested) and then a) at least 5% of animals tested up to a maximum of 25 tags in HRA/ HTBW and Edge/ ITBW areas and b) at least 1% of animals tested in LRA/LTBW	One or more tags placed in inappropriate sites. Samples not placed directly in an evidence bag. Bag not labelled correctly or fully before leaving farm. Insufficient R tags carried and not readily available	One or more tag applications causes unnecessarily excessive bleeding. Tag number not recorded against animal ID. Dirty tagging equipment.	Failure to apply R tags to eligible reactor animals.	
Clinical examination of reactors, IRs, other	All suspect animals visually examined; clinically examine animals if signs compatible with TB or other notifiable diseases are observed. (Vet only)		Failure to carry a stethoscope and thermometer when applicable or to use these on clinical examination (vet only).		Failure to identify / record/ report suspect animals with obvious relevant symptoms.

<p>suspect animals NB- Clinical not applicable for lay testing staff however required to report any suspicious signs to a vet</p>	<p>Possession of a stethoscope and thermometer - which are used during the examination (vet only). All relevant findings recorded.</p>		<p>Failure to ID / record / report animals with minor, but relevant symptoms.</p>		
<p>Establishing eligibility Reasonable (verbal assurances from owner) efforts must be made to resolve missing or manually entered animals</p>	<p>For herd tests: Eligible animal groups identified. Reasons for not testing any eligible animals established. Identity of ineligible individuals established. Reasons why animal tested on Day 1, but not presented on Day 2 established. Calves tested if eligible.</p>		<p>Attempts made to ascertain eligibility, but some ineligible animals unintentionally tested or some eligible animals omitted. Reasons for not testing eligible animals on Day 1 not established.</p>	<p>No attempt made to establish whether cattle are eligible for testing.</p>	<p>No attempt made to establish why animals tested on Day 1 are not presented on Day 2.</p>
<p>TB52 worksheets/ equivalents</p>	<p>Using TB52, document of similar format or a suitable handheld device. For herd tests: Possessing up to date herd profile data with the download taking place no more than 2 working days prior to TT1 except in exceptional circumstances. For manual entries: Recording ID, breed, age, sex (and, if using a download, a comment that they have been added manually) CPH, location, test date. Maintain adequate control of TB52 or equivalent during and after test- and adequate checks made if being completed by farm staff/ family.</p>	<p>For herd tests: failure to possess up to date herd profile data (download more than 2 working days prior to test) For manual entries: ID recorded, but not breed, DOB / age or sex. CPH, location, test date. Failure to retain a copy of the TB52 or equivalent for 3 years and 60 days.</p>	<p>Failure to use TB52 worksheet, or document of similar format to the TB52, or handheld device to record information required. Minor errors in paperwork.</p>	<p>Attempting to complete records on a blank piece of paper, card or other object. Significant errors in paperwork. Any error in paperwork that effects the test result.</p>	<p>Complete absence of paperwork. Inadequate/ no checks made on completion of TB52 by farm staff/ family during a test. Test chart left on farm between TT1 and TT2 without a copy/ photo being taken.</p>

Herd keeper information					
Test results communicated - reactors, IRs identified	Reactors or IRs identified to keeper as test is read.	Reactors or IRs not communicated to keeper until end of test.		Keeper not informed of the finding of reactors and IRs at all.	
TB181 notice issued and explained	When appropriate TB181 notice issued and explained at the end of the test. Owner told to isolate reactors and IRs. IRs not to be grouped with reactors. Resolved IR policy explained (England only).	TB181 issued, but not explained. Failure to carry TB181 forms. OV unaware of when to issue TB181. Incorrect TB181 version used.		TB181 form not issued when it is appropriate to do so. Incorrect advice given. Owner not informed to isolate reactors and IRs. Resolved IR policy not explained (England only).	
Farm medicines record	Owner informed of the need to enter tuberculin details in medicine record. Correct batch numbers and expiry given.		Owner not informed of the need to record in medicines record. Incorrect tuberculin details given to owner.		
Required forms	OV gathers all relevant forms.	Failure to carry TR247 (Owner's checklist). OV unaware of when to issue TR247 (Owner's checklist).			

<p>Serious professional misconduct</p>	<ul style="list-style-type: none"> • APHA will refer to the Royal College of Veterinary Surgeons (RCVS). • APHA will take note of the following from the RCVS in relation to Serious Professional Misconduct when considering corrective action: <ol style="list-style-type: none"> 1. In general terms unethical or unprofessional behaviour is behaviour that falls short of the ethical or professional standards, guides or codes of conduct, accepted by a particular profession. Unethical or unprofessional behaviour is essentially a departure from the standard of behaviour expected as the normal among members of the profession. 2. For a veterinary surgeon, unethical or unprofessional behaviour might mean a failure to follow the guidance or advice within the RCVS Code of Professional Conduct. 3. Such a failure will not amount to serious professional misconduct, unless it is serious enough to question whether the veterinary surgeon should remain registered with the RCVS i.e. question whether he or she is fit to practise or work as a veterinary surgeon. Examples of serious professional misconduct include false certification, dishonesty and fraud. 	<ul style="list-style-type: none"> • Deliberate falsification or reckless completion of records. • Deliberate or reckless misreading or misreporting of the test result of an animal. • Inhumane treatment of animals, abusive or threatening behaviour. • Deliberate and systematic disregard of the tuberculin testing protocol. • Accepting any bribe or financially motivated inducement (such as the threat of loss of future business) to influence the results of current or future tests. • Seeking to attract or retain clients on the understanding that testing will be carried out below standard, at excessively high speed or that results may not be reported accurately. • Coercion of a colleague or employee to commit any of the above offences.
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<p>Test result invalid</p>	<ul style="list-style-type: none"> • In such cases, no payment will be made for the test and all or part of the herd may be restricted pending retest after 60 days. Reasonable efforts will be made to salvage the test by, for example, calling on a competent person to re-measure the cattle. • APHA will not normally apply such measures on a precautionary basis to herds previously tested but may do in the event of clear evidence that a test was carried out with reckless disregard to the protocol. • APHA will consider and document if there are any 'exceptional circumstances' which may affect corrective action (including whether there has been discussion with APHA) - fully document where appropriate. • APHA will clearly establish whether the validity of the test relates to actions of the OV on the day, or from matters outside the OV control when making the assessment of performance. 	<ul style="list-style-type: none"> • This would be the case if they had not been injected with tuberculin in good condition, if injection sites cannot be identified, if official identities had not been recorded, if skin measurements are grossly inaccurate or inconsistent or not made at all. • It should be noted that the liability for OV negligence falls with the OV and not APHA.
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APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

To be returned by 12:00 (UK time) on 03 April 2020.

Louise Moizer, Senior Category Officer, Defra Group Commercial
Department for Environment, Food and Rural Affairs
3rd Floor, Mallard House, Kings Pool 1-2 Peasholme Green, York YO1 7PX

TENDER FOR THE: Provision of Veterinary and Paraprofessional Training Services
Tender Ref: 26364

1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 02 November 2020 for the period specified in the ITT.
 - Response Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
2. If this Tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2009, the Contract may be executed electronically using the Authority's electronic tendering and contract management system;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. the Tender shall remain valid for 120 days from the closing date for Responses specified in the ITT; and
 - f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:
- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
 - b. if there are, or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.
5. We undertake and it shall be a condition of the Contract that:
- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
 - b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
 - c. we have not made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.
6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed

Date

In the capacity of

**Authorised to sign
Tender for and on
behalf of**

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B

AUTHORITY'S CONDITIONS OF CONTRACT

The Authorities Conditions of Contract that are applicable to this Invitation to Tender and any subsequent contract are available to view and download from Bravo.

APPENDIX C

ARMED FORCES CORPORATE COVENANT

Section 1: Principles of the Armed Forces Covenant

We Company XYZ will endeavour in our business dealings to uphold the key principles of the Armed Forces Covenant, which are:

- no member of the Armed Forces Community should face disadvantage in the provision of public and commercial services compared to any other citizen;
- in some circumstances special treatment may be appropriate especially for the injured or bereaved.

Section 2: Demonstrating our Commitment

Company XYZ recognises the value serving personnel, reservists, veterans and military families bring to our business. We (Company XYZ) will seek to uphold the principles of the Armed Forces Covenant, by:

- promoting the fact that we are an armed forces-friendly organisation;
- seeking to support the employment of veterans young and old and working with the Career Transition Partnership (CTP), in order to establish a tailored employment pathway for Service Leavers;
- striving to support the employment of Service spouses and partners;
- endeavouring to offer a degree of flexibility in granting leave for Service spouses and partners before, during and after a partner's deployment;
- seeking to support our employees who choose to be members of the Reserve forces, including by accommodating their training and deployment where possible;
- offering support to our local cadet units, either in our local community or in local schools, where possible;
- aiming to actively participate in Armed Forces Day;
- offering a discount to members of the Armed Forces Community;
- any additional commitments XYZ could make (based on local circumstances).

[You are encouraged to sign up to as many of the above as appropriate to your business. Please amend to provide details of how you intend to meet each commitment.]

We will publicise these commitments through our literature and/or on our website, setting out how we will seek to honour them and inviting feedback from the Service community and our customers on how we are doing. [Amended as appropriate for your business.]