

Specification

Provision of Nursery Services at DVLA Swansea

Contract Reference: PS/24/71

Date: 8 July 2024
Version: v1.0

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1. Introduction

The Driver and Vehicle Licensing Agency (DVLA) is an Executive Agency of the Department for Transport (DfT). Our goal is to get the right drivers and vehicles taxed and, on the road, as simply, safely and efficiently for the public as possible.

We are responsible for maintaining over 47 million driver records, over 39 million vehicle records and collecting over £7 billion in Vehicle Excise Duty (VED).

We are also responsible for:

- recording driver endorsements, disqualifications, and medical conditions
- issuing driving licences
- issuing vehicle registration certificates to vehicle keepers
- taking enforcement action against vehicle tax evaders
- registering and issuing tachograph cards
- selling DVLA personalised registrations
- helping the police and intelligence authorities deal with crime
- reduce VED that has not been collected because of non-compliance to no more than 1%; and
- providing anonymised data to those who have the right to use the service.

The Authority also:

- provides extensive electronic service channels to its Authorities, drawing on public sector best practice to make such transactions easier and more secure
- seeks out opportunities to work in partnership with industry representatives; and
- contributes to the Government's Sustainable Development (SD) agenda by reducing carbon emissions, energy use and waste.

Further information about DVLA's main objectives, activities and culture can be found in DVLA's Strategic Plan 2021 – 2024 at [DVLA Strategic Plan 2021 to 2024 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/86444/dvla-strategic-plan-2021-2024.pdf)

This specification sets out the intended scope of the service to be provided by the supplier and to provide a description of what this entails.

2. Background to the Requirement

2.1 History

The DVLA Nursery is an established service offering, based on the DVLA Morriston site (SA6 7JL). The nursery is currently open to DVLA and non-DVLA staff Monday to Friday between 7:30 – 18:00. The facility is not currently open on bank holidays.

The premises was built in 2008 with the design being light and spacious with plenty of room for children to explore. The building is fully compatible with the needs of disabled children and those with Additional Learning Needs. The building has three large multipurpose rooms and a number of smaller contained/zoned areas for office administration, baby changing and food preparation. There is a secure external landscaped garden/play area.

The premises has the capacity to hold up to 121 children. However, the maximum number of people permitted as per DVLA's Fire Risk Assessment is 185. The successful supplier will also need to carry out their own Risk Assessment prior to occupying the premises.

The DVLA facilities available for nursery staff are Canteen, onsite shop, coffee shop, and gym (a monthly membership fee is required for Gym use).

Allocation of 5 parking spaces to accommodate nursery wrap around service (school drop off and pick up). No further on-site parking is available but alternative parking is located off site at Felindre park and ride. A bus shuttle service from Felindre park and ride to DVLA operates between 6:45 and 18:45 Monday to Friday, excluding bank holidays and weekends.

2.2 Current Service Arrangements

Currently the nursery supplier is responsible for providing the services listed below, Monday to Friday from 7:30 – 18:00:

- nursery service available from birth up to 4 years old
- play-scheme (during school holidays) available for children aged 4 – 12 years old. It is held at the nursery on the Morriston DVLA site and run by qualified staff. The play-scheme is open for half term and other school holidays including inset days
- wraparound service for children from local infants/primary schools within a 0-5 miles (minimum) radius of the DVLA Morriston site
- after-school club/inset day service

3. Procurement Timetable

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

Description	Date
Launch Invitation to Tender (ITT)	8 th July 2024

Clarification questions deadline	22 nd July 2024 – 13:00
Tender submission deadline	19 th August 2024 – 13:00
Evaluate Responses	20 th – 27 th August 2024
Evaluation Report	27 th – 30 th August 2024
Standstill Period closes	13 th September 2024
Award Contract	16 th September 2024
Mobilisation and transition	September 2024 – January 2025
Contract Start date	29 th January 2025

Tenderers will be informed if changes to the timetable are necessary.

4. Scope

The scope of the tender exercise is to appoint a high-quality supplier with bidders submitting innovative proposals in response to the requirements as outlined in Section 6 of this document.

5. Implementation and Deliverables

DVLA is looking to award a contract for a period of 4 years with the option to extend by a further 1 + 1 years.

The supplier will:

- provide a detailed 4-month transition plan to ensure a smooth handover is maintained between both parties.
- if there is a change of supplier following award of contract, EMG will attend the initial staff induction meeting to ensure the new supplier complies with all relevant DVLA policies and procedures, providing confirmation that all staff comply.
- provide a monthly a report of all new staff starters and leavers.
- provide various system generated reports of total child placements on request from DVLA.
- maintain registration with Care Inspectorate Wales (CIW). The supplier must supply all information necessary and take all steps required by the CIW under the – National Minimum Standards for Regulated Childcare for children up to the age of 12 years. The supplier is responsible for all fees related to registration with the CIW.
- submit an annual business continuity plan. To be reviewed and signed off by DVLA corporate Business continuity team.

6. Specifying Goods and / or Services

The following services are provided by DVLA; however, an agreed set monthly charge will be recovered from the supplier (see Annex 3 with forecasted costs). This will be reviewed annually.

- utilities (Water and Electricity)
- building, mechanical & electrical maintenance including building insurance
- lunch time catering is currently supplied by the DVLA's onsite catering service provider, but this is optional. Payment and menu choices are agreed between nursery and catering provider
- daily cleaning is provided by DVLA's cleaning service provider. The nursery provider is responsible for light or reactive cleaning during the day. Details of the cleaning requirements will be agreed during mobilisation
- telephone/IT equipment, and line rental (excluding calls)
- DVLA will provide furniture and white good assets as outlined in Annex 1. Please note repair and or replacement of these assets will be the sole responsibility of the nursery supplier
- car parking (limited to 5 spaces)
- designated contract manager
- grounds maintenance is provided by DVLA's service partner. Any changes proposed will need to be agreed by DVLA.

6.1 Key Requirements

The supplier will need to evidence as part of their proposal how they will meet the requirements below.

- the successful nursery provider must be accredited by Care Inspectorate for Wales (CIW) or work towards achieving accreditation as soon as contract award has been announced
- provide a Service Delivery Plan (SDP), detailing your approach to providing the required services
- provide all relevant reports including but not limited to customer surveys, parent feedback including any complaints or issues raised and inspection assessment reports. Reporting periods to be agreed following award of contract
- an environment catering for the emotional wellbeing and health & safety needs of each child including children with disabilities and Additional Learning Needs (ALN)
- a stimulating environment which promotes creative, educational, and cultural development
- a strong customer focus, including regular marketing and website updates
- flexible service for childcare where a change of day/hours is requested
- provide continuous service improvements throughout the duration of the contract including proposals for developing the nursery and play scheme service in line with industry best practice
- ensure parents/carers are fully informed in care arrangements as outlined in CIW regulations and standards
DVLA expect priority placements for its staff but understands that supplier will want to extend the offer externally to optimise child placements.

The supplier should demonstrate how they would meet the below.

- nursery/play-Scheme day-care service and school collection service is available 5 days a week between 07:30 – 18:00 (Monday-Friday) excluding Bank Holidays and any other public or privilege holidays when the DVLA is closed. However, the play scheme needs to be available during school holidays.
- drop off and after school collection service for children within a 0–5-mile (minimum) radius of the DVLA Main site Morriston Campus. The charges for this service will be paid for by the parents. Any tender submission will include provision for how this service shall be provided and costed. Suppliers are asked to provide details and costing for extending this service per mile outside of the 5-mile radius.

6.2 Regulatory requirements

The supplier will:

- ensure all necessary insurance regarding Employers Liability and Public Liability is in place. This should be provided to DVLA on an annual basis. Date will be agreed within contract mobilisation
- ensure appropriate insurance cover against claims made by DVLA for damage to government property arising from business activities
- extend Employer's Liability insurance to indemnify the DVLA against any claim arising from the death of, or bodily injury to any person in their employment whilst engaged in work specified in this document
- extend Insurance against liability at law for damage costs and expenses in respect of death or injury to any person, other than their employees, and damages to any property whatsoever in so far as such injury or damage arises from acts or omissions by the supplier or their employees or agents
- provide and display all relevant insurance which may include appropriate policies for public liability, personal accident, employer's liability, professional indemnity, personal effects, and special activities; copies to be provided to the DVLA on request.

6.3 Accommodation and other service requirements

The supplier will:

- ensure that the accommodation, equipment, and grounds, including the outside play area, are kept in good order and free from litter and any hazards
- ensure no alterations are made to the building, internal fabric, windows or grounds without prior approval from DVLA
- seek prior written approval from DVLA when applying for grants. It will be the supplier's sole responsibility of any assets obtained through grant schemes
- maintain play equipment to ensure it is fit for its intended purpose and complies with all relevant Health & Safety Policy
- provide nursery staff with appropriate clothing i.e., uniforms and tabards.

6.4 Finance

- DVLA and the supplier will agree an annual review of fee structure (any changes will need to be agreed with the DVLA)

- within 31 days of submission of their annual accounts to Companies House the supplier will supply the DVLA with a copy of the annual financial summary of the nursery operation
- submit quarterly accounts to DVLA contract manager of the numbers of children in attendance divided between DVLA and non-DVLA attendees
- accept payment via relevant Government/voucher scheme
- parents placing children in the care of the nursery will do so by contract with the provider of these nursery services and not with the DVLA. It will be the supplier's responsibility to invoice all nursery users.
- the service is to be over 52 weeks.
- Child placement costs will be reviewed annually. Either party may call for a review of the charges.

6.5 Placement costs

The costs per child DVLA are looking for suppliers to provide as part of their tender submission are:

- Nursery Full and Half Day Rate (half day rates are to/from 1pm)
- Playscheme Full and Half Day Rate (half day rates are to/from 1pm)
- DVLA employee discount
- additional sibling discount
- in addition, as the wrap around is now considered an optional requirement, costs will need to be captured as 'indicative' under a separate table within the Pricing Schedule.

6.6 Supplier Responsibilities and Costs

The supplier will (as a minimum):

- provide nursery consumables used as part of the children's daily activities, including play materials; office consumables; first aid equipment; include but not limited to hygiene items such as nappy sacks, bin bags, potties, bottles, paper towels, air fresheners, etc
- maintain and update DVLA list of furniture and fittings itemising any furniture and fittings replaced throughout the lifetime of the contract. Please see Annex A "DVLA Asset register"
- cover the cost of postal charges
- provide stationery supplies for record keeping, registration and other administrative forms used by the nursery including consumable items such as printer cartridges, paper, inks etc
- maintain accommodation, furniture, and fittings in good order. Artwork and leaflets will be displayed on notice boards only. Staples, pins and other fixings must not be used on any other areas
- reimburse the cost of telephone calls plus VAT (but not equipment or line rental). Invoice to be paid monthly in arrears, payment due within 30 days of the invoice issue date
- charge an agreed discounted rate for children of DVLA staff, and a standard rate for external children.
- should the nursery have to close for any reason, all expenses incurred in such a closure will fall to the supplier, unless it can be demonstrated that the reason for

closure was entirely beyond their control. If the latter is the case the coverage of costs would be a matter for negotiation between the supplier and DVLA

6.7 Calculation of charges

DVLA's financial year runs from April – March.

- Electricity and water charges are based on the total rates charge for the DVLA Morriston site apportioned by the SQM of the building. DVLA are looking to install meters, allowing the service provider to be charged based on actual consumption in the future. This will be calculated on a monthly basis
- Rates are based on the total rates charge for the DVLA Morriston site apportioned by the NIA (sqm) of the building. *Please note: DVLA pay building rates. We have checked with the local authority to clarify if there is an exemption on these rates. The rates do not currently qualify for exemption, however DVLA can revisit this in April 2025. If rate exemption is confirmed at that point, it will be reflected in the monthly charge.*
- other charges by DVLA Facilities Management will include the provision of soft and hard services.

6.8 Reimbursement of Charges

DVLA will raise an invoice (monthly in arrears) for the reimbursement of all agreed charges. (Annex 3)

6.9 DVLA's Responsibilities and Costs

DVLA will provide, for the duration of the contract, the following services:

- provision of all hard and soft Facility Management services
- insurance for buildings and building services
- prior to the end of the contract, a survey will be carried out to assess the condition of the nursery premises and equipment. Any remedial work/costs identified relating to damage, other than normal wear and tear to the nursery facilities, will be the responsibility of the supplier.

7. Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

The supplier will (as a minimum):

- provide all relevant inspections/surveys including reports from CIW
- provide evidence of how they meet the standards within CIW
- provide detailed reports on customer surveys and complaints
- attend quarterly formal review meetings. Meetings will be attended by representatives of the supplier, DVLA Management and the nursery manager. Meetings will focus on the provisions of the contract, the quality of the service provided in the preceding period and any matters of future importance.

8. Social Value Considerations

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

Using policy outcomes aligned with government's priorities, a weighting of 10% of the overall score for this requirement is dedicated to social value criteria.

The social value theme(s) for this requirement are set out below, which requires Tenderers to demonstrate how, in the delivery of this contract, they can assist DVLA in delivering the policy outcome(s) shown:

Theme	Policy Outcome	Delivery Objective – What good looks like
Theme 2: Tackling economic inequality	Policy Outcome: Create new businesses, new jobs and new skills	MAC 2.2: Please evidence how you create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
Theme 4: Equal opportunity	Policy Outcome: Tackle workforce inequality	MAC 6.2: Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.

Please see below embedded document which includes a link to the Social Value Model, and also the criteria and questions that are being asked for within this procurement.

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Any specific performance monitoring requirements and Key Performance Indicators (KPIs) relating to social value will be outlined in Schedule 10 (Service Levels).

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

9. Quality Assurance Requirements

CIW Quality Standards

The supplier will (as a minimum):

- provide the DVLA contract manager a copy of the most recent inspection certificate awarded by CIW within 1 week of receipt
- inform DVLA, should the CIW withdraw registration
- monitor the quality of service provided, on an ongoing basis, to meet the standards set by CIW, DVLA and parents.

10. Other Requirements

10.1 Security and Site access requirements:

- comply with DVLA access to premises policy for visitors and deliveries. Access is strictly controlled by the Agencies Security team and arrangements are subject to change in accordance with the Government alert status and DVLA parking policy.

comply with DVLA **Advance Delivery Booking Process** where all deliveries **must** be pre-booked and confirmed **48hours** in advance. Please contact the **Xxxxxx Redacted under FOIA Section 40 – Personal Information**

ensuring the following information is included.

1. driver's name
2. Vehicle make and model
3. Vehicle registration number; and
4. number/volume of items to be delivered.

You will be sent a notification email confirming the booking reference number and the time and date delivery is required.

If a scheduled delivery is delayed in transit (e.g., vehicle break down, significant traffic) please contact **Xxxxxx Redacted under FOIA Section 40 – Personal Information** immediately to provide information updates on progress and a revised estimated time of arrival. Failure to notify a delay will result in an impact to the official acceptance of the delivery and the vehicle could be prevented from accessing the site by the DVLA Security team.

DVLA main site delivery location is - **Xxxxxx Redacted under FOIA Section 40 – Personal Information**(Between 7am till 3pm Monday to Friday).

Ensure that all nursery staff are issued with DVLA staff passes in line with the access to premise policy via the DVLA pass office. Passes must be worn at all times whilst on site.

10.2 Security Clearance

Tenderers are required to confirm in their response that any supplier Staff that will be accessing the DVLA Site to provide routine maintenance or have access to the DVLA site and DVLA systems have Baseline Personnel Security Standard clearance (BPSS). The BPSS comprises verification of the following four main elements:

1. Identity,
2. Employment History (past 3 years),
3. Nationality and Immigration Status; and
4. Criminal Record Check (unspent convictions only).

The aim of the Baseline Standard verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. Tenderers are required to provide evidence of relevant supplier Staff clearance in their response.)

- be responsible for maintaining the effective security of the accommodation provided, ensuring all visitors are bona fide before allowing access to the building.
- the supplier must also liaise with DVLA Estates Management Group on all issues relating to security/access/parking and ensure nursery staff and parents are informed of any subsequent changes in procedures.
- record the names of all children who use the nursery and share this information with DVLA security and management in compliance with data handling legislation.

Any amendments to this record must be promptly notified. The supplier will be responsible for maintaining a waiting list (if applicable).

10.3 Processing Personal Data and Data

Please note that the successful tenderer as part of the contract agrees to comply with all applicable requirements of UK Data Protection Legislation (including UK GDPR) and all applicable Law about the processing of personal data and privacy.

The supplier will not be required to process any Personal Data on behalf of the DVLA.

10.4 Information Supply Chain

Tenderers are required to confirm how DVLA Data will be securely managed at each stage of the Information Supply Chain. This applies to both suppliers and Subcontractors. Retention schedules will need to be defined and agreed prior to award of contract.

10.5 Data Protection Impact Assessment (DPIA)

Please note that the successful tenderer, as part of the contract, agrees to comply with the processes of a Data Protection Impact Assessment (DPIA). Following identification of the preferred bidder, the DPIA must be completed satisfactorily and approved by DVLA's Data Protection Officer prior to formal contract award and before any processing of data commences in relation to this contract.

10.6 Removable Media

Tenderers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for supplier Staff to take data off site in electronic format, the DVLA will consider if it is appropriate to supply an encrypted hard drive.

10.7 Cyber Security

Not applicable

10.8 Data Sharing

DVLA's Contract Owner will work with the successful tenderer to implement any information sharing or data sharing procedures and associated DVLA requirements that may be needed at any point during the lifecycle of the contract.

Information or data sharing procedures will need to be formally assessed and approved by DVLA through the Data Sharing Clearance Process, managed by the Information Assurance & Governance team (IAG).

The supplier will submit any requirements for information / data sharing via the Contract Owner to the DVLA who will consider the changes through this Data Sharing Clearance process. Any proposals shall be considered and if approved an implementation plan will be formally offered to and accepted by both the DVLA and the supplier before commencement.

This approvals process is designed to assess and identify additional measures and safeguards that may be required to protect data to those already stated in this specification document.

10.9 Sustainability

The DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns with the Greening Commitments which state we must: “Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society.”

DVLA is certified to ISO 14001:2015 and more information is available in our Environmental Policy at:

<https://www.gov.uk/Government/publications/dvlas-environmental-policy> The Supplier shall comply with this policy.

Where appropriate, the supplier shall assist DVLA in achieving its Greening Government Commitments as detailed on [Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025) i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced.

In line with Government commitments, the supplier shall provide the specified services without the use of single use plastic.

The supplier shall be able to evidence continual environmental improvements in their own organisation (ideally through a certified EMS, i.e., ISO 14001).

If available, the supplier shall provide a copy of their sustainability or environmental policy.

The supplier shall be able to meet and evidence conforming to the relevant [Government Buying Standards](#).

The supplier shall promote resource efficiency and waste avoidance, to reduce waste arising and consumption of natural resources. Any waste shall be disposed of correctly and in accordance with the waste hierarchy and duty of care, and any applicable legislation.

The supplier shall be committed to reducing their carbon emissions in line with per year.

The supplier shall continually aim to travel sustainably whilst delivering the services detailed in Section 6.

10.10 Health and Safety

The DVLA requires proactive management of health, safety, and environmental practices across all Services in accordance with and adherence to required health and safety and environmental legislation, compliance, and governance.

The supplier shall maintain industry best practice health, safety and environmental management systems and record keeping repositories, actively managing associated risks and incidents. The supplier shall support the DVLA in promoting health, safety, and environmental good practice as a business improvement tool and not just to satisfy the requirement for regulatory compliance.

The supplier shall provide regular reviews and updates to ensure health, safety and environmental management systems and document repositories remain current and in

line with any revisions to and/or amendment of statutory instruments. This information shall be readily available when requested.

10.10.1 The following Standards and Requirements apply to this Service.

10.10.2 The supplier shall prepare and as appropriate, revise a written safety policy, risk assessment and method statement identifying any safety implications that its activities may have and how they will be managed. The Supplier Managing Director or appropriate senior manager must sign this safety policy.

10.10.3 The supplier shall have documented, appropriate risk assessments and method statements, covering all significant activities and deliveries of services. Copies shall be made available to DVLA on request.

10.10.4 The supplier shall ensure:

- its safety policy statement aligns with the requirements of the DVLA
- they have suitable organisational and arrangements in place to implement its safety policy throughout the Contract period
- its safety policy aligns with all regulations and any Public Health England / Wales (PHE/W) and Department of Health and Social Care (DHSC) guidelines, in addition to any further measures set out in the health and safety executive guidelines and/or agreed with the DVLA. The supplier shall recognise the regulations may vary between regions and across Devolved Administrations. The supplier shall ensure that where required, it adopts and complies with any applicable regulations as appropriate wherever necessary
- the safety policy and safety management plan shall be readily available and accessible to all its employees and anyone, including the DVLA, who may require sight of it
- details of its Safety Management plan shall be reviewed and revised accordingly to take account of legislation and other factors that may affect its effectiveness
- they have appropriate number of first aid and CPR trained staff deployed to successfully meet its own requirements in accordance with the Health and Safety (First Aid Regulations) 1981
- have an accident reporting and recording process for all near miss, accidents/incidents, or violent and aggressive behaviors such that any incident on DVLA sites should be reported immediately to the DVLA's Health & Safety Team
- indemnify DVLA against all losses where any failure of the company's product/service and/or its acts or omissions, with regards to health and safety, results in economic penalty, time delay, issue, accident/incident or claim against the DVLA.

10.10.5 The supplier where required shall provide a health and safety expert who is either a member of the Institution of Occupational Safety and Health (IOSH) or hold an equivalent qualification that is issued by a recognised organisation.

10.10.6 The supplier shall be responsible for recording and investigating all accidents, incidents, dangerous occurrences and near misses involving its staff, A written

report, must be provided including recommendations to prevent any repeat to the DVLA.

10.10.7 The supplier shall be responsible for ensuring that all RIDDOR related incidents are reported in accordance with HSE legislation. The supplier shall be responsible for ensuring that the DVLA is notified of any such incidents immediately and followed up in writing.

10.11 Diversity and Inclusion

The Public Sector Equality Duty (PSED) is a legal requirement under the Equality Act 2010. The Equality Duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day-to-day work – in shaping policy, in delivering services, and in relation to their own employees. DVLA is committed to encouraging equality, diversity and inclusion within our workforce and against unlawful discrimination of employees, customers and the public. We promote dignity and respect for all and will not tolerate bullying, harassment or discrimination by staff, customers or partners we work with. Everyone working for us and with us, as partners in delivering our services, has a personal responsibility for implementing and promoting these policy principles in their day- to-day transactions with customers and our staff.

A full copy of DVLA's Equality, Diversity and Inclusion Policy is included in Annex 8.

10.12 Business Continuity

10.12.1 The supplier shall provide a statement regarding the scope of their Business Continuity and Disaster Recovery Plans to protect the Agency from the consequences of business interruptions.

The supplier shall:

- notify the DVLA as soon as it becomes aware of a business-critical event or a likely business critical event. The supplier shall collaborate with the DVLA to ensure that the BCDR Plan interfaces seamlessly to support the DVLA's business.
- liaise with the DVLA to ensure that appropriate communication lines are maintained.
- ensure that its BCDR Plan addresses the loss of or disruption to all energy supplies and shall ensure that these have been reviewed and tested to a programme agreed with the DVLA. The supplier shall coordinate the BCDR Plan with the DVLA and utilities providers.
- provide its BCDR Plan within thirty (30) Working Days (or as otherwise agreed by the DVLA during the Mobilisation Period) following the Contract Start Date. The BCDR Plan shall be reviewed on a regular basis and as a minimum once every six months.

10.12.2 The supplier shall assist in testing the DVLA's BCDR Plan at intervals to be agreed by both Parties.

10.12.3 The DVLA may require the provision of professional advice in relation to its own BCDR Plan. This advice shall be of a practical nature and shall relate to the on-going provision of the Services at each DVLA Premises.

10.12.4 The DVLA's BCDR Plan is confidential and the DVLA will decide which information will be divulged to assist in the process. Any information divulged must be treated as confidential and shall not be issued to others without the written permission of the DVLA.

10.13 Procurement Fraud

Not applicable.

10.14 Use of DVLA Brands, Logos and Trademarks

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

Approval for any further specific use of the DVLA's brands, logos or trademarks must be requested and obtained in writing from the DVLA.

11. Management and Contract Administration

The DVLA contract manager is detailed in Section 16 based in DVLA's Estates Management Group. The supplier will be required to appoint a named individual who will take overall responsibility for the contract.

DVLA will monitor supplier performance by means of quarterly contract management meetings and key performance criteria. DVLA reserve the right to request ad hoc meetings under exceptional circumstances.

If the supplier decides to delegate the day to day running of the nursery, or any part of it, to a third party, they must provide the DVLA with details of the proposed arrangement and seek the DVLA's prior written approval. The supplier will be responsible for monitoring the performance of the third party.

DVLA's contract manager will be responsible for the implementation and management of this contract. Their role will be to ensure that the supplier is compliant with the terms and conditions of contract, arranging monthly review meetings and requesting management information.

12. Training / Skills / Knowledge Transfer

Not applicable.

13. Documentation

Reports and reporting periods to be agreed following award of contract. Please refer to Mid-Tier Schedule 06 (Transparency Reports) of the ITT for further information on reporting.

14. TUPE

Potential Contractors should note that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to their tender. Please see Annex 5 for current staff information.

The incumbent contractor is aware of their legal obligation to pass Employee Liability Information to the successful tenderer and the associated timescales for doing so.

15. Arrangement for End of Contract

The supplier shall fully cooperate with the DVLA to ensure a fair and transparent re-tendering process for this contract. This may require the supplier to demonstrate separation between teams occupied on the existing contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising. DVLA require supplier exit plans during mobilisation. Please refer to Mid-Tier Schedule 30 (Exit Management) for further guidance.

16. Evaluation Criteria

Quality Factors:

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

This tender will be evaluated using the following weightings to obtain the optimal balance of quality and cost.

Quality Criteria Scoring Methodology:

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

Points awarded	Description
100	Fully meets/evidence provided that demonstrates the requirement can be met
60	Minor concerns/issues that the requirement can be met
30	Major concerns/issues that the requirement can be met
0	Does not meet the requirement, not addressed or no evidence provided

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

(Allocated Score

_____ X Weighting

Maximum Score)

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

Financial / Price Criteria

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

Financial / Price Criteria Scoring Methodology:

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

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

(Lowest Tendered Price

_____ X Maximum Score Available (i.e., Weighting)

Tender Price Submitted per supplier)

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

Supplier A = $100k/100k \times 40 = 40\%$

Supplier B = $100k/180k \times 40 = 22.22\%$

Overall Weighting Allocation

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

Calculation of Overall Score:

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

Mandatory Criteria

Mandatory Criteria	Mandatory Criteria Description	Yes/No
MC1	Are you able to provide the service as outlined within the specification.	
MC2	Are you CIW registered or working towards the accreditation.	
MC3	Are you able to offer DVLA staff priority bookings over external users.	
MC4	Do you agree to pay the running costs of the nursery premises, as stated within Annex 3.	

Scored Quality Criteria

Primary Scored Criteria	Primary Scored Criteria Weighting (%)	Scored Sub-criteria description	Individual Scored Sub Criteria Weighting (%)
Service Requirements	60%	Please provide a service delivery plan, clearly detailing how you will provide the service outlined within the specification.	30%
		Please detail how you will provide management information to enable DVLA to monitor the running of the service?	10%
		Please detail what innovation and continuous improvement you can bring to the service?	10%
		Please detail what enhanced benefits you offer including but not limited to, DVLA discount, service provision e.g., wraparound and playscheme service and what consumables are included as standard.	10%
Social Value	10%	SV1 - Theme 2: Tackling economic inequality. Policy Outcome: Create new businesses, new jobs, and new skills. Please see section 8 (embedded document) for the Question relating to this which should be answered as described.	5%
		SV2 - Theme 4: Equal Opportunity Policy Outcome: Tackle workforce inequality Please see section 8 (embedded document) for the Question relating to this which should be answered as described.	5%
	Total = 70%		

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	30%	Please see Pricing Schedule for full details and further instruction (Annex 2)
	Total = 30%	

17. Points of Contact

Commercial Advisor	Name	Xxxxxx Redacted under FOIA Section 40 – Personal Information
	Tel	Xxxxxx Redacted under FOIA Section 40 – Personal Information
	e-mail	Xxxxxx Redacted under FOIA Section 40 – Personal Information
	Address	Xxxxxx Redacted under FOIA Section 40 – Personal Information
Project Lead/Business Area Contact – Estates Management Group	Name	Xxxxxx Redacted under FOIA Section 40 – Personal Information
	Tel	Xxxxxx Redacted under FOIA Section 40 – Personal Information
	e-mail	Xxxxxx Redacted under FOIA Section 40 – Personal Information

All queries/questions should be sent to the Commercial Advisor.

Appendices

Annex 1 – Nursery furniture asset list

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 2 – Pricing Schedule

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 3 – Nursery building running costs

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 4 – Nursery occupancy from January - May 2024

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 5 – TUPE data

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 6 – Financial difficulties

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 7 – Statement of Assurance Questionnaire (only to be completed by successful supplier - post award)

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 8 - DVLA's Equality, Diversity, and Inclusion Policy

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 9 – DVLA's Environmental Policy

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 10 – DVLA's Health and Safety Policy

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests

Annex 11 – DfT Mid-Tier Appendices and Schedules

Xxxxxx Redacted under FOIA Section 43 – Commercial Interests