# Specification

Provision of Occupational Health Services for DVLA

**Contract Reference: PS/21/178**

**Framework Agreement Reference: RM6182**

**Date: 09/03/2022**

**Version: 1.0**

## Introduction

* 1. In accordance with the terms and conditions of CCS Framework RM6182 the Driver and Vehicle Licensing Agency (DVLA) invites proposals for the following Occupational Health Services. **NOT APPLICABALE DUE TO DIRECT AWARD**
  2. Bidders intending to bid for this requirement are requested to confirm their intention to submit / or not to submit proposals via email to [**NAME (EMAIL) DIRECORATE / JOB TITLE**], by [**TIME**] hrs on [**DATE**].] **NOT APPLICABALE DUE TO DIRECT AWARD**

## 2. Background to the Requirement

## The DVLA is an Executive Agency of the Department for Transport (DfT). Our core responsibilities are to maintain more than 48 million driver records and more than 40 million vehicle records and collect around £6 billion a year in Vehicle Excise Duty (VED).

## Keeping driver and vehicles records up to date is essential to staying compliant with the law and our online services make it quick and easy for Buyers to do this.

## 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
* providing anonymised data to those who have the right to use the service
  1. DVLA are proud to be based in Wales, with the majority of our 6298 (5540 Full time equivalent (FTE)) staff based in Swansea across 3 sites. We also have around 35 staff working from various locations across the UK (details at Annex 5).
  2. The workforce was, until March 2020 entirely office/workplace based and comprises:
* Admin/Executive desk-based staff working with display screen equipment, both seated and standing;
* Shift workers
* Messengers
* Shuttle Drivers
* Security Officers
* Forklift Drivers
* Fast Keyers
* Machine operators, print unit, output service group
* Some degree of manual handling
* Contact centre telephone staff
* Enforcement Officers
  1. Since March 2020, any staff who are able to work from home have been. This includes the majority of staff in support areas such as Human Resources, Finance, IT and Commercial. This change to working location is in response to the Government guidance on the COVID-19 pandemic and will be subject to change as the restrictions change.
  2. The majority of our 4850 Operational staff are currently unable to carry out their roles at home and remain office based. There are a number of pilots underway exploring the feasibility of some operational roles being carried out remotely.
  3. The number of staff onsite at any one time will be subject to change in line with Public Health Wales, Health and Safety Executive and Government advice regarding COVID-19 safety measures. but it is likely that a proportion of staff will remain working from home, at least part of the time, for some time.
  4. The changes resulting from COVID-19, with regards to numbers of staff able to work onsite, availability of home working and a move to smarter working could impact the location of DVLA staff in the future and it is likely that a proportion of staff will remain working from home, at least part of the time, in the future. DVLA will inform the Supplier of any changes that could significantly alter the number of staff in various locations across the UK.
  5. To aid DVLA’s Covid recovery DVLA are opening an office in Birmingham city centre in early 2022. Once fully occupied the office will house approximately 150 office based staff.
  6. DVLA understand that the well-being of our employees is critical to the Agency’s success and we have a strong record of supporting employee well-being. We aim to play a significant role in ensuring better health and well-being for our staff, not only by creating a workplace which both protects their health and wellbeing, but also by being an enabler for individuals to take ownership of their own health and well-being and make improvements for themselves.
  7. Referrals into the OH service dropped significantly in March 2020 when a large number of staff were at home due to Covid-19 restrictions. Following six months of very low referral volumes, the numbers increased and have now been stable for 11 months, but are still lower than pre COVID levels. During the period 1st Oct 2020 to 30st Sept 2021, 1502 first referrals were made into OH. Annex 7 provides a breakdown of how first referrals have been triaged during the current contract.
  8. The DVLA average working days lost due to sickness absence over the 12 months 1/10/20 to 30/09/21 was 10.8. In the previous 12 months the average working days lost was 7.66.
  9. The OH referral process at DVLA is partially devolved to line managers who are best placed to provide all of the necessary information to the Supplier through the referral process and partially carried out within HR by our attendance consultants who are involved in the management of attendance within their designated business areas.
  10. DVLA currently have available, onsite Occupational Health facilities at the headquarters in Morriston, Swansea. The facility comprises of 3 consulting rooms, 1 physiotherapy treatment room, office space, a reception area, a disabled toilet and shower facility, a lockable storage room and a variety of lockable storage cupboards. The facilities can be used if agreed at Contract let to deliver face to face elements of the Service.

### It is the view of DVLA’s incumbent Contractor, Optima Health Ltd that the commencement of the provision of services by the Supplier under this Contract will be a “Relevant Transfer” to which TUPE and/ or the Acquired Rights Directive will apply.

### Information provided by the incumbent, Optima Health Ltd, indicates six members of staff in the following roles: OHA & Wellbeing Nurse, Administrative Lead, Service Delivery Exec, Physiotherapist, OHA Nurse Senior, and Administrator where TUPE would apply. Further details on these members of staff will be provided to the successful Supplier at contract award stage.

* 1. The contact at Optima Health Ltd is:

Xxxxx redacted under FOI Section 40

Email – Xxxxx redacted under FOI Section 40

Mobile – Xxxxx redacted under FOI Section 40

## Procurement Timetable

### **NOT APPLICABALE DUE TO DIRECT AWARD**

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| --- | --- |
| Description | Date |
| Issue Tender | N/A |
| Clarification Questions period closes | N/A |
| Deadline for customer to answer Clarification Questions | N/A |
| Tender closes | N/A |
| Evaluation | N/A |
| Alcatel period begins | N/A |
| Alcatel period ends | N/A |
| Contract Award | N/A |

## Scope

## The successful bidder will provide Occupational Health Services as detailed in this Specification and in RM6182 Framework Specification to the DVLA for a period of 1 year with the opportunity to extend for a further 1 year.

## Implementation and Deliverables

## The Supplier will deliver the service as detailed in this Specification and Framework RM6182 Schedule 1, Lot 2 Specification (see Annex 2), Key Performance Indicators and Service Level Agreements are detailed at Annex 6.

## DVLA’s current contract ends on March 31st, 2022. It is expected that the new Supplier will transition by this date, with Service provision under the contract covered by this procurement expected to commence on April 1st, 2022.

## 6. Specifying Goods and / or Services

### The Supplier will provide the core requirements as detailed in RM6182 Framework schedule 1, Lot 2 Occupational Health Services (see Annex 2), and the requirements the Buyer has set out in this Call off Specification.

### The Buyer do not require the Supplier to provide an OH case management service. The Supplier should provide advice on the case on the basis of the information presented at a single assessment. Follow up appointments should not be arranged and only in exceptional circumstances would the Buyer expect cases to be actively managed.

### The Supplier will have arrangements in place to provide adequate cover for all Supplier Personnel, including Doctors, at times of absence. The service availability should not be disrupted due to annual leave/sick absence or other absences.

### The Supplier will provide and maintain all equipment, including consumables, required to carry out and deliver all parts of the Service.

### As the Buyer is located in Wales, the Supplier must, in addition to the UK legislation and guidelines, comply with the relevant Welsh legislation and guidelines.

### **Online Portal**

### The Buyer would expect the portal to be available at all times except for any downtime and maintenance, which should take place outside the core hours of 08:00 to 18:00 Monday to Friday, and will be agreed with the Buyer at least seventy two (72) hours in advance of such work being carried out.

* 1. **Referrals from Buyer**
     1. The Supplier will provide contingency arrangements to ensure continuity of service in the event that the online referral process was unavailable to the Buyer.
     2. The online referral form should capture as a minimum and in addition to the information detailed inFramework RM6182 Schedule 1, Lot 2 Specification:
* Optional secondary contact details, for incidents where referring manager has planned absences;
* Any unavailability of Buyer Personnel;
* Details of whether Buyer Personnel are absent from, in work or working from home.
  + 1. On receipt of a management referral, the Supplier will book a video, telephone or face to face consultation for the employee with an occupational health adviser, occupational health physician or physiotherapist as appropriate, based on clinical need identified from the information in the referral form.
  1. **Attendance Management Advice and Assessments**
     1. The Supplier will carry out an assessment of the Buyer Personnel, via video call, telephone or face to face, as determined by clinical need detailed on the referral.
     2. The Supplier must gain approval from the Buyer prior to carrying out any work with specialist organisations to provide advice and recommendations to manage specialist needs e.g. dyslexia, Asperger’s Syndrome.
     3. Services that cannot be delivered remotely will ideally be delivered at the Buyer’s onsite OH department unless alternative arrangement are agreed at contract let.
     4. The Buyer currently uses Microsoft Teams for video meetings, the Supplier will ensure that remote face to face services are delivered via the software routinely used by the Buyer.
  2. **Attendance Management Case Reports**
     1. The Supplier will provide advice in attendance management case reports that takes account of the Buyer’s policies and business needs whilst not compromising the medical needs of the Buyer Personnel.
     2. Where the Supplier makes a recommendation to provide an alternative role for Buyer Personnel, the Supplier must provide advice on work activities that the Buyer Personnel is able to carry out with their medical condition, based on a list provided by the Buyer.

### The Supplier will ensure that occupational health consultations are held within eight (8) working days of a Buyer Personnel referral. The Supplier shall provide reports to the Buyer within two (2) working days of an occupational health consultation.

* + 1. The Supplier must provide timescales for any advice they provide e.g. for phased return to work, for Buyer Personnel to return to full capacity.
  1. **Case Conferences** 
     1. During case conferences the Supplier will discuss the Buyer Personnel’s suitability to remain in work, where the Manager has concerns about their wellbeing.
     2. The Supplier will ensure that ad hoc case conferences take place within 10 working days of request by the Buyer.
  2. **Pre-Appointment and Pre-Enrolment Check**
     1. The Buyer requires the Supplier to carry out fitness testing as part of the pre-appointment process for specific roles, including security guards.
     2. The Supplier must work with organisations involved in the Buyer’s recruitment process to provide a seamless service to candidates.
  3. **Fitness for Task and Safety Critical Work Services**
     1. The Buyer drivers of official vehicles include those driving shuttle buses and service vans between sites and official transport vehicles for transporting staff as part or all of their job role. Testing should include vision assessment and advice on muscular skeletal conditions.
     2. Pregnancy referrals to OH are common at the Buyer and require the Contractor to provide advice on any reasonable adjustments to the workplace or task for those with health issues during pregnancy.
     3. Night worker assessments are currently rare, but provision should be provided because of the changing nature of the Buyer and possible requirements for future flexible working.
     4. Podiatry assessments would be extremely rare, but a small number of Buyer Personnel wear protective footwear for their work and could have a requirement for a podiatry assessment if problems were encountered with the footwear.
     5. Security fitness and health testing will be required to ensure that Buyer Personnel in specific roles have the necessary fitness to carry out the duties involved.
  4. **Surveillance Services**
     1. The Supplier is responsible for the provision and maintenance of all required surveillance equipment including but not limited to audiometry.
     2. Statutory health surveillance is required for staff working shifts/nights in a 24/ 7 environment. There are currently 123 staff who require the offer of night worker health surveillance, in 2020 only 48 staff opted to undertake the night worker surveillance questionnaire.
     3. Statutory health surveillance is also required for forklift truck drivers, there are currently 4 of these.
     4. Skin care regime and information will be required for staff who handle chemicals. The requirement is low, with approximately 78 staff who may require this type of information.
  5. **Hearing Tests**
     1. Audiometric testing is required for DVLA personnel who work on machinery, current figures are around 110 staff, with between 50 and 60 requiring testing each year.
  6. **Vaccinations**
     1. The Supplier could be asked to provide on-site vaccinations for Buyer Personnel as required by the Buyer, including but not limited to:

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| **Table 1 – Vaccinations** |
| Flu |
| Covid |

* + 1. The Buyer has previously run an onsite flu vaccination programmes and may wish to repeat this in the future. Around 1000 staff took up the option of having the flu vaccine as part of this programme 2019. In 2020 and 2021 the Buyer provided a reimbursement scheme to Buyer Personnel instead of an onsite programme.
    2. If required to deliver vaccinations, the Supplier will provide the vaccines and agree how they will transported and delivered to the Buyer premises with the Buyer.
    3. The Supplier will gain approval from the Buyer if other medication or treatment is required before administering such treatment.
    4. If required, the Supplier will provide alternative methods of delivery for Buyer Personnel, such as remote staff, where on-site is not appropriate (eg. vouchers).
    5. Currently Covid-19 vaccines are being delivered by NHS only, the Buyer want to ensure that the Supplier is able to deliver any future requirements for ongoing vaccinations that can be fulfilled by private organisations.
  1. **Physiotherapy Services**
     1. The Supplier will provide qualified physiotherapists to carry out physiotherapy appointments where individuals can be assessed, receive treatment quickly when they experience musculoskeletal problems associated with work and receive any necessary follow up appointments.
     2. The Supplier will accept physiotherapy referrals from Referring Managers only, Buyer Personnel are not able to self-refer into the service.
     3. The Supplier will provide Buyer Personnel with an appointment and first face-to-face physiotherapy session within 15 working days of referral.
     4. The administration of Physiotherapy Service, including scheduling of appointments, shall be carried out in the same way as all other administration and appointments provided by the Supplier.
     5. The physiotherapy service will include delivery of advice, information and education to staff with the aim of reducing musculoskeletal disorders. This preventative approach is an important element of the Buyer’s health and well-being strategy.
     6. The Buyer is open to considering all innovative approaches to education activities, past examples have included but not been limited to group information sessions, lunch time promotions, floor walking, speaking to staff at their workstations and information leaflets.
     7. Appointments that cannot be carried out remotely will ideally take place at the Buyer’s onsite OH facility, unless alternative arrangements are proposed and agreed at contract let.
  2. **Workplace Assessments**
     1. The Supplier will provide a report to the Buyer after an assessment, listing recommended adjustments that would not impact on business requirements or on other employees in the vicinity. Recommendations should be made to alleviate or improve situations in the workplace relating to a health issue or identification of a general issue.
     2. Continued use of current equipment must be a priority unless it is detrimental to the health of an individual or group. If recommendations are made for changes to equipment, the Supplier must state the reason why continuing to use the current equipment would be detrimental.
     3. The Supplier will cooperate with the Buyer contracted Suppliers regarding the assessment and provision of reasonable adjustments.
     4. Recommendations on the provision of, or changes to furniture or equipment must be made in conjunction with a third party from the Buyer, which may include a Health and Safety advisor or another member of the Estates Management Group.
     5. Recommendations for specialist equipment must provide adequate detail to the Buyer on the exact requirements, for example, measurements for a specialist chair.
     6. The Supplier will consider compatibility with the Buyer’s IT systems when making recommendations for adjustments.
     7. The Supplier shall ensure that all workplace assessments including those listed below take a maximum of ten (10) working days from referral to delivery of report to the Buyer.
     8. The Supplier will ensure that workplace assessments meet the needs of Buyer Personnel, including those with neuro-diverse conditions such as Asperger’s/ autism, bipolarity, ADHD, schizophrenia, schizoaffective disorder or sociopathy, who may also be presenting with other non-related conditions.
     9. The Buyer will no longer be able to utilise Access to Work provision from April 2022. The Supplier must provide access to specialist workplace assessments that would previously have been referred to Access to Work.
  3. **Assessments Relating to Reasonable Adjustments for Hearing and Visual Impairment** 
     1. The Supplier will carry out specialist hearing or sight assessments for Buyer Personnel who are considered disabled under the Equality Act 2010.
  4. **Dyslexia Assessments**
     1. The Buyer does not provide a diagnosis service for Dyslexia.
  5. **Display Screen Equipment Assessments**
     1. The Buyer Personnel carry out DSE self-assessments. There is no requirement for the Contractor to provide DSE Assessments.
     2. Where Buyer Personnel identify health concerns during the DSE, a referral will be made to the Contractor by the Referring Manager to carry out a Workplace assessment.
  6. **Failure to Attend Appointments Process**
     1. The Supplier’s appointment notifications will detail the possible result of not attending an OH appointment, in line with the Buyer’s policy.
     2. The Supplier will inform the Referring Manager of all missed appointments within 1 day. Referring Manager approval shall be obtained prior to a new appointment being arranged.
  7. **Consultancy Services**
     1. The Supplier will provide a consultancy Service delivered by Supplier Personnel with specialist knowledge, where requested by Buyer.
  8. **Education and Awareness Programmes**
     1. The Supplier will deliver a programme of education and support to Buyer Personnel in relation to the Services. This educational approach is a key element of the Buyer’s health and well-being strategy, has contributed to significant reductions in sick absence and is in line with wider government initiatives to improve general health. Activities are mainly provided through a planned programme, although ad hoc requirements may also arise.
     2. The Buyer may require input from the Supplier on the development of the programme to identify the most relevant subject matter and method of delivery. The Supplier may be required to provide resource on site to support the delivery of a programme of education.
     3. The Supplier will provide an evaluation of each activity, together with recommendations for future related activities.
     4. The Supplier will network at all levels across the business to consider what preventative solutions could be adopted to address particular attendance issues and consider what preventative measures could be taken to minimise the overall risk of sickness absence.
     5. The Supplier must ensure a joined-up approach with the EAP Supplier to gain maximum benefits for individuals and the Buyer, and to ensure there is no duplication of effort with sources of other such programmes. The Buyer expect Suppliers of OH and EAP to work together to ensure a seamless service to staff with no overlap.
     6. The Supplier will provide information and guidance to the Buyer on any new medical legislation and any national medical issues such as pandemics.
  9. **Premises and Access to Services**
     1. On occasion that services are required to be delivered at the Buyer premises, the Supplier will ensure that the accommodation is suitable for the Services.

### **Social Value**

* + 1. The Buyer has set out what they see as the priory Social Value areas for this contract as:
       1. **Covid-19 Recovery**

The Buyer expects the Supplier to help local communities to manage and recover from the impact of COVID 19. Ways in which they may be able to support include but are not limited to:

* Support for organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver services.
* Support for the physical and mental health of people affected by COVID-19, including reducing the demand on health and care services.
* Improvements to workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.
  + - 1. **Equal opportunity: Tackle workforce inequality**

Suppliers will be expected to show how they are tackling workforce inequality, ways they could do this include:

* Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
* 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.
* Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.
  + - 1. **Wellbeing: Improve health and wellbeing**

The Buyer expects the Supplier to be working to improve health and wellbeing, ways they could do this include:

* Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.
* Influence staff, suppliers, Buyers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.

## Quality Assurance Requirements

## The monthly Management Information detailed in section 11 of this specification will provide a detailed breakdown of the service provided. The Buyer requires the Supplier to provide a means of independently verifying the data provided in the MI.

## Performance will be measured against the KPIs and Service Level Agreement set out at Annex 6.

## The Supplier’s complaints process will ensure that the Buyer is aware at the time of the complaint, of any complaint that is raised and of the Suppliers response.

## 8. Other Requirements

**8.1 Information Assurance**

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| **Removable Media**  Tenderers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Contractor’s Staff to take data off site in electronic format, the DVLA will consider if it is appropriate to supply an encrypted hard drive.  **Security Clearance**  **Level 2**  Tenderers are required to confirm in their tender response that any Contractor’s Staff that will be accessing the DVLA Site to provide routine maintenance or have access to the DVLA site and DVLA systems have Baseline Personnel Security Standard clearance (BPSS). The BPSS comprises verification of the following four main elements:  1. Identity;  2. Employment History (past 3 years);  3. Nationality and Immigration Status;  4. Criminal Record Check (unspent convictions only).  The aim of the Baseline Standard verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff.Tenderers are required to provide evidence of relevant Contractor’s Staff clearance in their tender response.  **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 Contractors and Sub-Contractors. Retention schedules will need to be defined and agreed prior to award of contract.  **Processing of Government Data**  This contract will require the successful tenderer to process Government data on DVLA’s behalf. The successful tenderer will be required to complete a Statement of Assurance Questionnaire (Questionnaire attached at Appendix B) during the Standstill Period, to satisfy DVLA that its data will be appropriately protected.  The purpose of the Questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data. The Questionnaire was developed for use throughout the Government supply chain and is based on ISO27001 criteria and aligned to the HMG Security Policy Framework.  Tenders are required to confirm their understanding and acceptance of the requirement to complete and return the Questionnaire during the Standstill Period.  The completed Questionnaire will be assessed by our Information Assurance Group and DVLA will work with the successful tenderer to address any information aspects requiring improvement.  The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third party suppliers. The Questionnaire will therefore need to be completed annually throughout the term of the contract in order to assess ongoing compliance. DVLA may also audit suppliers to validate the responses and evidence provided in the Questionnaire.  **Processing Personal Data**  Please note that the successful tenderer as part of the contract agrees to comply with all applicable requirements of the UK Data Protection legislation (including the UK General Data Protection Regulation, Data Protection Act 2018 and all applicable Law about the processing of personal data and privacy).  Following evaluation of supplier bids and prior to contract award, DVLA will work with the top ranked supplier to establish and agree roles and responsibilities in relation to processing of data. The supplier will be expected to complete Annex 3 – Joint Schedule 11 including sub-annexes 1 and 2.  **Data Protection Impact Assessment**  Please note that the successful tenderer, as part of the contract, agrees to comply with the processes of a Data Protection Impact Assessment **(**DPIA). This will be completed during the standstill period and in all cases before any processing of data commences in relation to this contract.  **Schedule of Processing, Personal Data and Data**  The processing of personal data has been identified as part of this requirement. The ‘Schedule of Processing, Personal Data and Data Subjects’ (Annex 3) provides a template of the written instructions to be followed when processing data relating to this contract. The successful tenderer, as part of this contract, agrees to work with the Buyer to establish the detail of the Schedule of Processing before any processing of data commences in relation to this contract.  **Offshoring of Government Data**  Government policy is that data it holds should be protected appropriately regardless of location.  Offshoring is defined as “Any arrangement where the performance of any part of the services or a solution under a contract may occur outside the UK for domestic (UK) consumption.”  When offshoring is described, the focus is typically on the physical location where data is hosted (such as where are the data centres located). Whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.  Tenderers must indicate in their tender response whether any DVLA data supplied as part of the contract, would be offshored. If so, tenderers must confirm the location(s) including the location of any business continuity, disaster recovery and technical support staff.  All Central Government Departments and Agencies are required to seek approval for any proposed offshoring activity, which ensures that information held offshore is appropriately managed and that pan-government risks are identified, tracked and managed, where appropriate.  In the event that the successful tenderer proposes to offshore any DVLA Data as part of the contract, they would be required to provide details about the processing to be carried out offshore, the privacy risks and the security controls in place to protect the data. If the intention is to store the information in a cloud environment outside the UK, the successful tenderer will also need to confirm the extent to which the environment complies with the cloud security principles. This information would be used to submit the offshoring proposal for approval.  Any request to offshore must receive clearance prior to the commencement of any data processing activity.  **Redundant Equipment**  Any redundant equipment that will have captured any DVLA sourced data must be disposed of securely on the DVLA Site. |

The Supplier accepts as a condition of contract that, if successful, they will work collaboratively with the Buyer in completing a Data Protection Impact Assessment (DPIA) as per Section 8.1 as well as providing all information reasonably requested by the Buyer needed to facilitate this.

**8.2 Cyber Security**

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| The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet based threats.  It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.  <https://www.gov.uk/government/publications/government-security-classifications>  All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:    <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>  As this requirement features the above characteristics, you are required to demonstrate in your tender response that:   * Your organisation has [Cyber Essentials] or [Cyber Essentials Plus] certification; **or** * Your organisation will be able to secure [Cyber Essentials] or [Cyber Essentials Plus] certification prior to contract award; **or** * Your organisation has other evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet based threats in respect to the following five technical areas: * Boundary firewalls and internet gateways * Secure configuration * Access control * Malware protection * Patch management   The successful tenderer will be required to provide evidence of [Cyber Essentials] or [Cyber Essentials Plus] certification ‘or equivalent’ (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to contract award. This will be through the completion of the Statement of Assurance Questionnaire.  The successful tenderer will be required to secure and provide evidence of [Cyber Essentials] or [Cyber Essentials Plus] re-certification ‘or equivalent’ (i.e. demonstrate they meet the five technical areas) on an annual basis.  Details of certification bodies are available at:  <https://www.cyberstreetwise.com/cyberessentials> |

* 1. **Data Sharing**
     1. 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.
     2. Information or data sharing procedures will need to be formally assessed and approved by DVLA through the Agency’s Data Sharing Clearance Process, managed by DVLA’s Data Sharing Strategy & Compliance team (DSSC).
     3. 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 Contractor before commencement.
     4. 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 Statement of Requirement document.
     5. The information shared between the Buyer and the Supplier routinely stored, accessed and processed on the Buyer IT infrastructure is of a sensitive nature, much of which is classified as RESTRICTED in accordance with the Government Security Classifications.

<https://www.gov.uk/government/publications/government-security-classifications>

* + 1. The Buyer is also a connecting member of the GSi (Government Secure Intranet and is obliged to comply with the related restrictions and controls. These controls are intended not only to protect the Buyer, but all other organisations interacting with GSi.
    2. Buyer owned information may only be accessed via and processed on correctly accredited Buyer or authorised (partner/third party) computer equipment and systems. The use of personal computer equipment and systems for access and/or processing of Buyer owned information is strictly prohibited.
    3. All third parties with access to the Buyer data are required to comply with Data Protection Legislation in accordance with Buyer policy.
    4. The Supplier will immediately and securely destroy all operational case information and any associated images held after completion of the relevant archive periods as set out by the Buyer. Such data must be destroyed/ deleted to a level that any personal data can no longer be retrieved.
    5. The Buyer’s Contract Owner will work with the Supplier to implement the data sharing procedures and associated Buyer requirements needed to deliver this contract.  If the Supplier proposes the introduction of any new data sharing arrangements with the Buyer, this will need to be formally assessed and approved by the Buyer through the Buyer’s Data Sharing Clearance Process.
    6. The Supplier will submit proposals to the Buyer, who will consider the changes through the Buyer’s internal 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 Buyer and the Supplier before commencement.
    7. 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.
  1. **Sustainability**
     1. The DVLA is committed to sustainability and as such the Supplier should consider this as part of their submission.
     2. The DVLA require the Supplier to confirm their understanding and acceptance of each point below and supply information if it has been requested.
* Comply with the DVLA’s Environmental Policy (see https://www.gov.uk/government/publications/dvlas-environmental-policy)
* Where appropriate, assist the DVLA in achieving its Greening Government Commitments as detailed on <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020>  i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced;
* Be able to evidence continual environmental improvements in their own organisation (ideally through an accredited EMS, i.e. ISO 14001, Green Dragon etc);
* Ensure its own supply chain does not have negative environmental or social impact and;
* Where required, be able to provide data on carbon emissions related to the service being supplied to aid with scope 3 emission calculations.
* Any waste created in the course of this contract shall be disposed of correctly and accordance with the waste duty of care.
* The Supplier shall promote a reuse or recycling route(s) for any waste wherever possible.
* Provide the specified services without the use of single use plastic (including packaging) in line with government commitments.
* Continually aim to travel sustainably whilst conducting DVLA business.

**8.5 Health and Safety**

* + 1. The Buyer requires its Suppliers to fully comply with its Health and Safety Policy and follow all applicable UK and EU Health and Safety Legislation, Acts, Orders, Regulations and Approved Codes of Practices, at all times.
    2. Tenderers should:
* Have an appointed competent person responsible for H&S, details to be made available to the Buyer on request.
* Have emergency arrangements and plans for their goods/product/service, and observe the Buyer’s arrangements whilst on site, or through the course of the business, or contract.
* Have adequate provision for Supplier Personnel’s own first aid when on site.
* Have an accident reporting and recording process for all near miss, accidents/incidents, or violent and aggressive behaviours. Any incident on Buyer premises should be reported immediately to the Buyer’s Health and Safety Team.
* Communicate with the Buyer on any health and safety matter or issue in relation to the contract/ product/ supply of goods or service, notifying the Buyer of any Health and Safety hazard which may arise in connection with its supply of goods, products or services.
* Indemnify the Buyer in the instance where failure of the Contractor’s product/ service, acts or omissions, with regards to health and safety, results in an economic penalty, time delay, issue, accident/incident or claim against the Buyer.
* Have suitable and sufficient insurance cover for all business/products/services supplied/that are provided to the Buyer.
* Have documented, suitable and sufficient, risk assessments and method statements, covering all significant activities and deliveries of products, goods and services. Copies to be made available to the Buyer on request.
* Provide suitable and sufficient health and safety training, information and instruction for all its employees/contractors/subcontractor. Records to be made available on request.
* Engage with DVLA’s Security/Estates Management Group to arrange access to all DVLA premises/buildings.
* Comply with all vehicle and driver legal requirements and DVLA policies whilst driving on premises or conducting business for DVLA.

The Buyer’s Health and Safety Policy can be seen at Appendix C.

* 1. **Diversity and Inclusion**
     1. The Supplier will ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.
     2. The Supplier will ensure Supplier Personnel are trained in such legislation as necessary for the provision of the Services.

The delivery of Services shall be accessible to Buyer Personnel users, and shall include as a minimum:

* Provision of written reports in alternative formats where required or upon request of the Buyer Personnel;
* Services to support Buyer Personnel with hearing or speech difficulties;
* Services for Buyer Personnel whose first language is not English and who may request or require language support;
* Publicity Access to Supplier premises for face-to-face appointments shall be disability friendly, where required to be so. Where this is not possible alternative arrangements shall be made in advance of any appointments; and
* Provision of disabled parking at Supplier premises, where required.
  + 1. The Supplier will meet or be working towards meeting the content accessibility standards WCAG 2.0 AA in line with central Government standards. For further information see [Web Content Accessibility Guidelines (WCAG) 2.0](http://www.w3.org/WAI/intro/wcag.php)
    2. The Buyer’s Diversity and Inclusion Policy can be found at Appendix A.
  1. **Business Continuity**
     1. Suppliers shall have robust Business Continuity and Disaster Recovery Plans which align to a code of practice such as ISO22301.  Suppliers shall supply the contents of these plans to the Buyer.
     2. The successful Supplier will test their business continuity arrangements no less than once per annum and should inform the Buyer when such tests or exercises are scheduled.  Outcomes of these tests or exercises must be made available to the Buyer in writing upon request.
     3. The Supplier shall notify DVLA in writing within twenty-four (24) hours of any activation of the business continuity plan, in relation to the services provided to the Buyer.
  2. **Procurement Fraud**
     1. The Buyer’s Procurement Fraud Statement can be seen at Appendix D.

## Management and Contract Administration

## Call Off Contract Management

## Contract review meetings will take place monthly and will be carried out face to face/ via video conference unless otherwise agreed by the Buyer. The Buyer expects to discuss management information, performance against service level agreements, issues relating to the quality of the service and any other themes and issues that arise.

## The Supplier Call Off contract manager will be required to attend a monthly senior management meeting at the Buyer’s premises if requested to do so by the Buyer. Where possible, this will take place on the same day as the contract review meeting.

## Service Levels and Service Credits

## Annex 6 (Key Performance Indicators and Service Level Agreements) of this document, provides detail of the Service Levels that the Buyer expects the Supplier to meet.

* 1. **Purchase to Pay Process**
     1. The Buyer will require the Supplier to send invoices for payment direct to DfT Shared Service arvato (address shown below). The Buyer contract managers will provide the Supplier with purchase order numbers in advance which must be quoted on all invoices sent to Shared Services.
     2. The Supplier will issue invoices following delivery of the Service. Invoices issued by the Supplier before delivery of the Service will be placed in dispute by the Buyer.
     3. The Buyer will require the Supplier to copy invoices to the Buyer’s Contract management team for monitoring and management purposes. These arrangements will be agreed post award of contract.
     4. Invoices should be addressed to:

DfT Shared Service Arvato

Purchase to Pay

5 Sandringham Park

Swansea Vale

Swansea

SA7 0EA

* + 1. This current invoice procedure may be subject to change should a new finance system be implemented. The Supplier will be notified in advance of any changes. The Supplier is assured that any changes will be aimed at improving the DVLA’s “prompt payment” policy.

## Training / Skills / Knowledge Transfer

## Personnel

* + 1. The Buyer reserves the option to be present at interview of Supplier Personnel to ensure quality standards are maintained.
    2. The Supplier will supply to the Buyer CVs for all Supplier Personnel who will be involved in the delivery of the Services under the Contract.
    3. The Supplier will ensure a gender mix of staff should be sufficient to enable any referred Buyer Personnel to be assessed or examined by a clinician or physician of the same sex if they request it.
  1. **Qualifications**

10.2.1 The Supplier will provide evidence of Supplier Personnel qualifications to the Buyer if requested.

* 1. **Training**
     1. Supplier personnel will undergo, at a minimum, annual training, which shall include training on any changes to the Buyer’s and Supplier’s processes, procedures and policies.
     2. All clinicians involved in providing the Service must be familiar with all relevant legislation, including but not limited to:
* The Equality Act 2010
* The Health and Safety at Work Act
* The Management of Health and Safety at Work Regulations
* The Human Rights Act 1998, taking account of any updates in law
* The UK General Data Protection Regulation (UK GDPR)
* The Data Protection Act 2018
  1. **Supply Chain Management**
     1. The Supplier will comply with these supply chain mandatory requirements throughout the term of the Buyer Call Off contract.
     2. The Supplier will note the Government is committed to making sure that small and medium-sized enterprises (SMEs) have access to Government contract opportunities. Suppliers will be required to make this Call Off contract as accessible as possible to ensure that the most appropriate Sub Contactors are part of their supply chain and shall proactively support the Government’s SME agenda whilst delivering a quality service and ensuring that value for money is achieved.
     3. The Supplier will proactively encourage SME’s to become part of their supply chain to support the Governments SME agenda.
     4. The Supplier will ensure that they exercise due skill and care in the appointment and selection of any Sub Contractors (including associates/partners).
     5. The Supplier will ensure that all Sub Contractors appointed have the technical and professional resource and experience to unreservedly deliver in full all the mandatory Service requirements set out in this Call Off Contract.
     6. The Supplier will be responsible for managing and monitoring the on-going performance of any Sub Contractors appointed and ensure they have a process in place to deal with any issues with under and non-performance of appointed Sub Contractors.
     7. The Supplier will formalise relationships with Sub Contractors and manage any Sub Contractors in accordance with Industry Good Practice.

## Documentation

## Buyer Management Information (MI)

* + 1. The Supplier will provide the management information broken down as specified by the Buyer.

## Monthly Management Information

## Data shall be presented as the Buyer requires, in a clear and concise manner, this may include but not be limited to graphical and tabular form along with the base Data.

## General

* An executive summary outlining usage of the Services by Buyer and emerging trends;
* Monthly and year to date performance against SLAs;
* Monthly and yearly comparison of the Data presented;

## Attendance Management

* Number of occupational health appointments undertaken, categorised by type such as telephone, face to face;
* Number of rejected referrals, with reasons for rejection
* Number of physiotherapist and workstation assessment appointments;
* Number of appointments not attended by Buyer Personnel, with reasons if known

### Breakdown of referrals by the number of staff at work, working from home, absent from work

## Surveillance

### Number and type of surveillance due and completed;

## Vaccinations -This would be a requirement if a vaccination programme has taken place, to report on the vaccinations carried out.

### Numbers and types of vaccinations given.

### Number of did not attends

### Number of unused vaccines

## Assessments for Buyer Personnel Covered by the Equality Act 2010

### Number of workstation assessments;

### Number of workplace assessments;

## Other Services

### Number of planned and executed policy and other occupational health workshops(as required);

### Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;

* + 1. Buyer Satisfaction

### Summary of Buyer Personnel complaints and identification of any trends resulting from these with a proposed service improvement plan to be agreed between the parties;

### Summary of Buyer Personnel satisfaction surveys, which shall track the Buyer Personnel journey from referral to resolution and identify where the Services are not meeting expected standards and plans to address these.

* + 1. Service Improvement (to be considered and commented on):

### Service hotspots in the Buyer, defining where these specifically occur along with Service improvement plans to address such issues;

### Identification of risks, reasons and mitigating actions to manage the risks going forward;

### Market innovations and trends emerging in the wider occupational health market including mental health, musculoskeletal and healthy lifestyle.

## Annual Management Information

## The Supplier will provide the following annual information. The content and scope of reports shall include a demographic (gender, ethnicity, age and disability) breakdown of Service usage:

### The benefits and added value the Services are providing, specifically stating what benefit the Supplier has brought to the Services both for the Buyer Personnel and commercially.

### Overall annual satisfaction survey results, with Service improvement proposals.

## Arrangement for End of Contract

## The Supplier will ensure that they hand over any material that needs to be returned to the Buyer or provided to the new Supplier, including arrangements for collating and sharing TUPE data.

## The successful Supplier shall fully cooperate with the Buyer to ensure a fair and transparent re-tendering process on expiry of the 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.

## Evaluation Criteria

## Evaluation will be split 65/35 between Quality (including Social Value) and Price.

## Quality responses will be scored by three quality evaluation team members independently and sent to a non-scoring chairperson. If a supplier fails to meet any of the mandatory requirements, they will be excluded from the evaluation without considering the rest of their tender. A consensus meeting will follow where the evaluation panel will agree on suppliers actual scores against the Quality criteria.

## A separate Price evaluation will be undertaken by a financial advisor and once both Quality and Price evaluations have been completed the scores are combined to form a ranking of supplier bids.

**This section is removed, due to the Direct Award Procurement Method**

## 14. Points of Contact

|  |  |  |
| --- | --- | --- |
| **Procurement Contact** | Name | Xxxxx redacted under FOI Section 40 |
|  | Tel | N/A |
| e-mail | Xxxxx redacted under FOI Section 40 |
| Address | DVLA, Longview Road, Morriston, SA6 7JL |
| **Project Lead HR Directorate** | Name | Xxxxx redacted under FOI Section 40 |
|  | Tel | N/A |
| e-mail | Xxxxx redacted under FOI Section 40 |

**All queries/ questions should be sent to the procurement contact**

## Annex 1 – Evaluation Criteria

**Removed due to Procurement Method (Direct Award)**

## Annex 2 – Framework Schedule 1 (Specification)

## 

## Annex 3 – Schedule of Processing, Personal Data & Data Subjects

Please see Annex 1&2 of Joint Schedule 11

## Annex 4 – Schedule 11 (Processing Data)

## Annex 5 – DVLA Locations

|  |  |
| --- | --- |
| **Location** | **Number of staff** |
| London | 10 |
| Birmingham | 40 (will be approx 150 when the Birmingham office is fully staffed) |
| Liverpool | 2 |
| Middlesborough | 3 |
| Poole | 1 |
| Glasgow | 1 |
| Chelmsford | 2 |
| Exeter | 2 |
| Havant | 1 |
| Leeds | 3 |
| Norwich | 1 |
| Preston | 3 |
| Shewsbury | 1 |

## Annex 6 – Key Performance Indicators and Service Level Agreements





|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Total |
| **2018-2019** | **Annual Total** | **274** | **195** | **210** | **187** | **127** | **260** | **190** | **192** | **183** | **172** | **158** | **202** | **2350** |
| Face to Face | |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | OHP | 36 | 19 | 38 | 13 | 9 | 30 | 6 | 15 | 38 | 21 | 25 | 20 | 270 |
|  | OHA | 37 | 20 | 9 | 5 | 10 | 14 | 13 | 8 | 5 | 12 | 36 | 29 | 198 |
| Telephone | |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | OHA | 154 | 132 | 156 | 144 | 90 | 184 | 170 | 165 | 145 | 139 | 97 | 153 | 1729 |
| **2019-2020** | **Annual Total** | **132** | **165** | **205** | **162** | **122** | **202** | **147** | **100** | **41** | **21** | **44** | **81** | **1422** |
| Face to Face\* | |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | OHP | 15 | 18 | 31 | 22 | 20 | 26 | 22 | 10 | 10 | 4 | 9 | 20 | 207 |
|  | OHA | 17 | 18 | 35 | 41 | 34 | 69 | 36 | 13 | 0 | 0 | 0 | 0 | 263 |
| Telephone | |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | OHA | 100 | 129 | 139 | 99 | 68 | 107 | 89 | 77 | 31 | 17 | 35 | 61 | 952 |
| **2020-2021** | **Annual Total** | **68** | **98** | **113** | **135** | **81** | **155** | **133** | **143** | **103** | **102** | **148** | **124** | **1403** |
| Face to Face\* | |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | OHP | 16 | 28 | 25 |  |  |  |  |  |  |  |  |  |  |
|  | OHA | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Telephone | |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | OHP |  |  |  | 25 | 20 | 30 | 22 | 28 | 8 | 21 | 16 | 27 | 197 |
|  | OHA | 51 | 70 | 88 | 109 | 61 | 125 | 111 | 115 | 95 | 81 | 132 | 97 | 1135 |

## Annex 7 – Triage of First Referrals

\*From March 2020 cases triaged to face to face were carried out remotely by telephone or video call

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Total |
| 2018-2019 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Physiotherapy Referrals | 40 | 39 | 52 | 27 | 16 | 38 | 40 | 21 | 31 | 28 | 23 | 28 | 383 |
| Workstation Assessments | 16 | 15 | 25 | 13 | 10 | 23 | 45 | 45 | 35 | 33 | 42 | 68 | 370 |
| 2019-2020 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Physiotherapy Referrals\* | 29 | 28 | 32 | 35 | 13 | 38 | 32 | 12 | 1 | 5 | 5 | 6 | 236 |
| Workstation Assessments\*\* | 54 | 54 | 113 | 88 | 51 | 68 | 60 | 28 | 0 | 4 | 3 | 11 | 534 |
| 2020-2021 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Physiotherapy Referrals\* | 4 | 10 | 10 | 18 | 8 | 8 | 7 | 19 | 8 | 16 | 3 | 5 | 116 |
| Workstation Assessments\*\* | 12 | 26 | 41 | 42 | 33 | 26 | 39 | 31 | 29 | 38 | 39 | 44 | 400 |

\*From March 2020 all physiotherapy initial and follow up appointments were carried out remotely

\*\*From March 2020 workstation assessments were carried out remotely, chair assessments were carried out face to face

**Appendices**

Appendix A – Diversity and Inclusion Policy

Appendix B – Statement of Assurance

Appendix C – Health and Safety Policy

Appendix D – Procurement Fraud Statement

Appendix E – Finance Model

**Not applicable**

Appendix F – Armed Forces Covenant

Appendix G – Brands, Logos and Trademarks