

# **Specification**

## **Surveillance and RIPA Training**

**Contract Reference: K280020940**

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## **1. Introduction**

The Driver & Vehicle Standards Agency (DVSA), an executive agency of the Department for Transport (DfT), invites proposals for the following Surveillance and Regulation of Investigatory Powers Act (RIPA) Training services. This contract will be subject to the DfT Standard Conditions of Contract.

DVSA employs around 4,500 staff who work out of over 1,000 varied locations, including third party and remote sites. DVSA's Head Office is at Berkeley House, Croydon Street, Bristol, BS5 0DA with other administrative offices across Great Britain.

DVSA's primary aim is to improve road safety in Great Britain by setting standards for driving and motorcycling, and making sure drivers, vehicle operators and MOT garages understand and follow roadworthiness standards. DVSA also provides a range of licensing, testing, education, and enforcement services.

## **2. Background to the Requirement**

DVSA is looking to procure the services of a supplier to deliver surveillance and RIPA training to enforcement staff (approximately 50 delegates).

As part of their duties, the enforcement staff undertake basic surveillance of operator, driver testing and MOT sites to undertake specialist investigations into fraud and criminal activity around the rules of the MOT scheme, driver testing and operator licensing. Most of the enforcement staff are based in England (Midlands, South East and South West) with a small number in Scotland and Wales.

The enforcement staff operate within all the policies laid out with Regulation of Investigatory Powers Act 2000 (RIPA) and require formal surveillance and RIPA training. Most staff will have little or no knowledge of surveillance and RIPA.

All surveillance activities carried out by DVSA are covered under RIPA. Section 46(3) of RIPA. This allows for certain public authorities under schedule 1 of RIPA to be relevant public authorities "for all parts of the United Kingdom". A list of the relevant authorities (including DfT) is included in The Regulation of Investigatory Powers (Authorisations Extending to Scotland) Order 2000 (SI 2000/2418).

The conduct of covert surveillance is regulated by a code of practice as required by Section 71 of RIPA. This code of practice is admissible in evidence in criminal and civil proceedings. Staff members at DVSA intending to undertake any form of covert activity are required to be fully conversant with the revised code of practice for Covert Surveillance and Property Interference 2014 and the and the Office of Surveillance Commissioners Procedures and Guidance December 2014.

### 3. Procurement Timetable

Description	Date
ITT Issued	Thursday 15 April 2021
Deadline for clarifications to be issued to the Department	Thursday 22 April 2021 16:00 hrs
Deadline for the Department to respond to clarifications	Wednesday 28 April 2021 17:00 hrs
Deadline for receipt of Tender submissions	<b>Thursday 6 May 2021 12:00 hrs</b>
Evaluation Period	From Friday 7 May to 9 June 2021
Award Recommendation and DVSA approvals	By Thursday 10 June 2021
10 Day Standstill Period	Provisionally 11/06/2021 to 22/06/2021 inclusive
Contract Award	Wednesday 23 June 2021
Contract commencement	July 2021
Mobilisation period	To be confirmed
Service commencement date	To be confirmed (dependent on mobilisation)

### 4. Scope

It is anticipated the intended contract will commence in July 2021. The initial contract period will be three (3) years from the Commencement Date with the option to extend for a further one (1) + one (1) years. DVSA shall have the right, at its sole discretion, to extend the term of this contract by giving written notice to the supplier within (one (1) month of the expiry date).

The total duration of the intended contract, including the exercise of any options periods, shall not exceed five (5) years.

The scope is delivery of surveillance and RIPA training to approximately 50 delegates across Great Britain within the initial contract period. The supplier will also be required to deliver the training during the initial contract period if there are additional staff who require the training.

## 5. Implementation and Deliverables

DVSA envisages that the services shall be broken down into the following milestones:

<b>Title</b>	<b>Deliverables</b>
Mobilisation	The supplier to deliver a mobilisation phase before Service Commencement which will be as proposed as part of the Supplier's tender response. Date to be agreed between the Parties.
Service Commencement	The supplier to commence service delivery. Date to be agreed between the Parties.
Service Delivery	Deliverables as described in section 6 below

## 6. Specifying Services

The supplier shall deliver training on surveillance and RIPA to DVSA enforcement staff (approximately 50 delegates). DVSA does not guarantee the numbers provided, these are estimated numbers only with no minimum or maximum.

### Content of Training

The content of the training will need to consider the context of DVSA operations. DVSA staff will be involved in covert surveillance on premises, where the main tactic will be to set up and leave surveillance equipment or to observe for set periods. There are normally two members of staff per operation. It is highly unlikely that our staff will remain on any site for any length of time. Staff requiring this training have had no previous training and have limited knowledge and experience.

The supplier must include the following mandatory elements for each course;

- To understand and implement Section 26(10) RIPA

#### **PRIVATE INFORMATION**

Private Information is defined in section 26(10) of RIPA as:

- *“private information” in relation to a person includes any information relating to his private or family life.*
- Following cases before the European Courts there has been further clarification of the definition of Private Information. Paragraph 2.4 of the Code of practice for Covert Surveillance and Property Interference 2014 says *“Private information should be taken generally to include any aspect of a person's private or personal relationships with others, including family and professional or business relationships”*.

- To understand and implement Section 26(9) RIPA

#### **COVERT**

Covert is defined in Section 26(9) (a) of RIPA as:

- *if, and only if, it is carried out in a manner that is calculated to ensure that the persons who are subject to the surveillance are unaware that it is or may be taking place.*

- To understand and implement Section 48(2) RIPA

#### **SURVEILLANCE**

Surveillance is defined in Section 48(2) of RIPA as:

- *monitoring, observing, listening to persons, movements, conversations, communications or other activities*
- *recording anything monitored, observed or listened to in the course of surveillance*
- *surveillance by or with the assistance of a surveillance device*

- Counter surveillance techniques are required to:
  - provide the delegates with an awareness to know if their operation/task has been compromised.
  - provide an awareness on how delegates should act in line with health and safety procedures.
  - provide guidance on how delegates should observe operations (remotely and on site)
- The principle of setting up equipment.
  - The enforcement staff require basic training around techniques of using basic portable CCTV and setting up a static camera. This can include how to position equipment or where to set up. We do not require training around specific equipment.

### **Assessment of learning**

The supplier must carry out a multiple-choice assessment for each delegate following completion of the training. There is no requirement for delegates to pass or fail the assessment. The supplier should provide a high-level feedback to the contract owner highlighting any development areas for delegates. The main purpose is to identify any concerns or development areas for delegates.

The feedback should be provided within five (5) working days following completion of the training.

The supplier will be required to provide DVSA's training team with the delegate attendance figures and names, the date and location (if applicable).

### **Booking Procedure**

The supplier will be expected to deliver the training to an optimum number of delegates per course, however DVSA will be unable to release more than 8 –10 delegates at a time due to business needs. The supplier will work with DVSA on providing dates and agree locations and DVSA will provide the invitations to delegates.

## **Delivery Conditions**

The training should be available from July 2021 onwards although this is dependant on COVID-19 restrictions. The expectation is to deliver training to 50 delegates in year 1. These are not guaranteed figures but should be considered when creating a delivery plan.

The supplier must provide all course materials and resources to deliver the training and this should be included in the overall price provided.

The supplier should provide any surveillance equipment required as part of the training. This should be basic portable CCTV. DVSA are not wanting training on any specific equipment.

The duration of the course will be proposed by the supplier and must be a closed course with only DVSA staff attending due to the sensitive nature of the training.

The overall number of courses will be proposed by the supplier, based on the optimum number of delegates from a commercial and logistical perspective, ensuring delegates are able to gain the maximum learning benefit from the course.

The supplier should consider the most effective delivery of the course and outline their reasoning. The supplier should consider a mixture of classroom, virtual and face to face and practical learning. This will allow for some training to be carried out online if/when there are restrictions in place due to COVID-19.

For any part using virtual delivery, the supplier will need to ensure that any software is compatible with DVSA systems. The use of the usual Microsoft Office suite including Teams is acceptable. DVSA also has a Learning Management System platform supplied by a 3<sup>rd</sup> party provider where SCORM 1.2 material and videos etc can be uploaded by DVSA's training team for all DVSA staff to use. The supplier will need confirmation from DVSA if they are to use a system that is not part of the Microsoft Office suite.

For any part using face-to-face, the supplier will need to ensure safety procedures are in place as per government guidelines in relation to COVID-19. All PPE can be provided to delegates by DVSA.

The training should be delivered at one of DVSA's training sites. Predominately these will be at:

**DVSA Training,  
Broadway Business Park  
Broadgate  
Chadderton  
Oldham  
OL9 9XA**

**And**

**DVSA Training  
Merebank Road  
Bristol  
BS11 8AQ**

However, if either site is unavailable then DVSA will work with the supplier to agree other DVSA sites.

In the event face-to-face training requires DVSA staff to stay away in hotels the cost of this will be covered by DVSA.

If the supplier is expected to travel to the venue and stay away in hotels the costs should be in line with DVSA's Travel and Subsistence policy (annex 1). T&S allowances are included in DVSA's estimated contract value (£45k).

### **Cancellation**

If the supplier cancels an agreed course for any reason, they shall meet all claims for costs incurred by DVSA or its delegates in the cancelling and rebooking of an alternative assessment.

DVSA may cancel agreed assessment dates with the supplier up to and including seven working days prior to that date without incurring costs. Any costs incurred by the supplier due to a cancellation by DVSA within seven working days of an assessment date will be paid in full by DVSA.

We would reserve the right to substitute delegates at short notice if the needs of our business change.

## **7. Skills**

Trainers should provide evidence of their relevant skills and experience.

## **8. Quality Assurance Requirements**

The supplier will be required to have quality assurance processes in place as part of their delivery of the services.

DVSA will have the option to access the course material to quality assess before service commencement. DVSA will also have the option to conduct random quality assurance checks on the delivery of the training.

## **9. Service Conditions and Environmental Factors**

Please see 'Delivery Conditions' under section 6 of this document.



## **10. Management and Contract Administration**

### **Account Management**

The supplier shall within five (5) days of signing the intended contract send to DVSA's Contract Manager, the name and contact details (including email address and telephone number) of the Account Manager responsible for managing the intended contract and arrange a contract implementation meeting.

The supplier and DVSA will set in place contract review meetings and agree the frequency appropriate to the length, value and complexity of the contract. The supplier will agree with DVSA's Contract manager at the contract implementation meeting what will be reviewed and measured at these meetings, and define the format data should be provided in. No reimbursement of costs will be provided if travel is required for these meetings.

### **Payment and Invoicing**

Unless we specify otherwise, payment will be made by BACS no later than 30 (thirty) days of receipt of a valid invoice. We will aim to pay you within 10 (ten) days. All payments will be made in arrears after works have been approved and signed off by the DVSA Contract Owner.

A Purchase Order Number for this requirement will be provided to the supplier. The supplier must quote the PO number on all invoices, and these must be submitted directly to:

[SSa.invoice@sharedservicesarvato.co.uk](mailto:SSa.invoice@sharedservicesarvato.co.uk)

Invoices received without the correct PO number will be returned and will delay receipt of payment. Invoices should be copied to the DVSA Contract Owner and the Contractor should include any information required to ensure efficient and effective receipting / invoice matching. For example provision of timesheets or an annotated progress report.

Further information on invoicing and payment procedures are contained within our Instructions to Tenderers document.

### **Sub-contracting to Small and Medium Enterprises (SMEs)**

DfT is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see our [website](#) for further information).

To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.

If you tell us you are likely to sub-contract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us

contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.

## **11. Security**

The supplier will ensure that all data processed in relation to the contract is held securely.

## **12. Data Protection**

The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

Delivery of this contract will require the supplier to process Personal Data (as defined in the GDPR) on the DfT’s behalf. The DfT will be the Data Controller and the supplier will act as the Data Processor. The supplier will process Personal Data only on the DfT’s documented instructions, as set out in Annex 2 (Schedule of Processing, Personal Data & Data Subjects) of this Specification.

## **13. Documentation**

The supplier shall provide any documentation required as part of the delivery of the services in section 6 of this document.

The supplier shall also provide any other documentation (including report findings, recommendations and meeting minutes) required in the performance of the contract in a format agreed by DVSA’s Contract Manager.

## **14. Arrangement for End of Contract**

The supplier shall fully cooperate with the Authority 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.

## **15. Evaluation Criteria**

Proposals will be evaluated against the Evaluation Criteria detailed below that will determine the most economically advantageous tender.

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

<b>Evaluation criteria</b>	<b>Score</b>
Quality Factors	60%
Price Factors	40%

The following weightings and sub-criteria will be utilised in the Evaluation to ascertain the best value for money proposition.

**The Quality Factors Score and the Pricing Factors Score for compliant tenders will be combined to identify the bidder who has the highest Final score and thus who has submitted the most economically advantageous tender.**

<b>Primary Evaluation Criteria</b>	<b>Primary Evaluation Criteria Weighting (%)</b>	<b>Evaluation Sub-criteria</b>	<b>Evaluation Sub-criteria Weighting (%)</b>	<b>Quality Factor Question</b>	<b>Quality Factor Question Weighting (%)</b>
Quality 60%	100% (This will be converted into the maximum 60% quality score weighting)	<b>Technical solution proposed and competence</b>	70%	Approach for learning and assessment to meet requirements	30%
				Session plan overview	20%
				Flexibility for delivery of the training	20%
		<b>Resources and capabilities</b>	30%	Trainer credentials	10%
				Course materials	10%
				Business continuity	10%

### **Quality Factors:**

The Quality Factors will be assessed against the criteria specified in Annex 2.

Potential Providers must provide a response to each Quality Factor question.

### **Quality Factors Scoring Methodology**

The following marks 1 to 5 will be allocated to each Quality Factor in accordance with the following scoring definitions:

<b>Mark</b>	<b>Description</b>	<b>Scoring Guide</b>
1	Excellent Confidence	Comprehensive evidence provided that supports that the Bidder meets all of the requirement, leading to the

		conclusion of a total level of confidence that the Bidder can meet the requirement.
2	Good Confidence	Evidence provided that supports that the Bidder meets most of the requirement leading to the conclusion of a high level of confidence that the Bidder can meet the requirement.
3	Reasonable Confidence	Evidence provided that supports that the Bidder meets some of the requirement leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirement.
4	Minimal Confidence	Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirement
5	No Confidence	Limited or No evidence provided that the Bidder meets the requirement. No confidence that the Bidder can meet the requirement.

**Please note: Suppliers failing to get a mandatory mark of either 1, 2 or 3 for each question of their bid will not proceed any further in the competition and their tender will be deemed non-compliant.**

Each mark will then be converted into a corresponding percentage score of the total marks available for the question (e.g. a score of 2 out of 5 is 75%).

The percentage score for each question will then be multiplied by the weighting of that question as detailed in Annex 2 to calculate the weighted score for that question.

The weighted score for each question will be added together and the following calculation will be undertaken to determine the total Quality Factors Score based on the overall 60% weighting for Quality:

Total Quality Factors Score = (sum of weighted scores ÷ 100) x 60

A summary of each Quality Factor question along with; the associated minimum acceptable mark and percentage score; the maximum available mark and percentage score and; the weighting are outlined below:

Quality Factor Question	Minimum Acceptable Mark	Minimum Acceptable Percentage Score	Maximum Available Mark	Maximum Available Percentage Score	Weighting %
Approach for learning and assessment to meet requirements	3	50%	1	100%	30%
Session plan overview	3	50%	1	100%	20%

Flexibility for delivery of the training	3	50%	1	100%	20%
Trainer credentials	3	50%	1	100%	10%
Course materials	3	50%	1	100%	10%
Business continuity	3	50%	1	100%	10%

The evaluation of each Quality Factor Question will be conducted and consensus checked in accordance with the following Consensus Marking Procedure.

The Consensus Marking Procedure is a two-step process, comprising of:

Step 1 - Independent evaluation

Step 2 - Group consensus marking

During independent evaluation (step 1), each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by potential providers in their tender. Each evaluator will then allocate a mark for the answer in accordance with the marking scheme applicable to that question.

The Authority will review the marks allocated by the individual evaluators before facilitating a group consensus marking meeting.

During the group consensus marking meeting (step 2), evaluators will discuss their independent marks until they reach a consensus regarding the marks that should be attributed to each Potential Providers' answer to the questions.

The consensus scores for each Quality Factor Question will then be added together and the following calculation will be undertaken to determine the Total Quality Factors Score based on the overall 60% weighting for Quality:

Total Quality Factors Score = (sum of weighted scores ÷ 100) x 60

### **Price Factors:**

The Pricing Schedule excel document is where you will detail your tendered rates for the services. If awarded the contract, the rates provided, in the yellow cells of the Pricing Template excel document, will form a schedule of rates in the contract. This will be the schedule of rates applicable for the duration of the contract.

### **Price Factors Scoring Methodology:**

The Inverse Proportion Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:

1. The Potential Provider with the lowest price shall be awarded the maximum Price Factor Weighted Score (40%).
2. Each tendered Price Factor shall then be compared to the lowest tendered Price Factor.
3. For each Price Factor, the following calculation is used:

$$\text{Bidder's Price Factor Weighted Score} = (\text{Lowest Bidders Tendered Price Factor} \div \text{Bidder's Tendered Price Factor}) \times \text{Price Factor Weighting Percentage}$$

All calculations will be rounded to 2 decimal places.

## **16. Points of Contact**

All queries/ questions should be sent to via the Jaggaer eSourcing Portal.

## **Annex 1 – T&S Policy**

The supplier shall submit claims for travel and subsistence expenses in a format acceptable to DVSA (acting reasonably) and shall detail travel and subsistence costs and expenses separately.

No amount shall be payable by DVSA without evidence acceptable to DVSA (acting reasonably) of the costs and expenses having been incurred and DVSA shall not pay any handling charge, fee or profit element or VAT in respect of the supplier issuing claims to DVSA in respect of such costs and expenses.

The limit on travel and subsistence costs and expenses shall be as follows (unless otherwise agreed). These limits mirror the internal limits set by the Department for Transport and shall only be amended in parallel to the internal limits during the Call Off Contract Period:

The supplier may claim for travel by rail, all journeys must be standard class.

The supplier may claim for car journeys made in the performance of the Services at the rate of 45 pence per mile (including VAT).

The supplier may claim up to a maximum of £90 (including VAT) per night for accommodation outside of London and up to £115 (including VAT) for accommodation in London.

The supplier may claim within the detailed subsistence limits set out below:

Period of time	Limit (including VAT)
Over 5 Hours	£5.00
Over 10 Hours	£10.00
Overnight Stay Evening Meal	£15.00

## Annex 2 – Evaluation Criteria: Quality Factors

Primary Criteria	Primary Criteria Weighting (%)	Sub-criteria weighting and description	Evidence Requirement	Individual Sub-Criteria Weighting (%)
<b>Technical solution proposed and competence</b>	<b>70%</b>	<p><b><u>Approach for learning and assessment to meet requirements</u></b>            Supplier to evidence how they will deliver the training (considering best approach face-to-face, virtual, and practical) programme for surveillance and RIPA training to meet the criteria outlined in section 6 Specifying Services of the specification.</p> <p>This should include an overview on how delegates will be assessed and how the supplier will provide feedback</p>	A Statement that addresses DVSA's required characteristics. <b>Max 3 sides of A4 (minimum font size Arial 10)</b>	30%
		<p><b><u>Session plan overview</u></b>            Supplier to provide an outline course plan detailing as a minimum subject covered and outline of timings including breaks.</p>	A Statement that addresses DVSA's required characteristics. <b>Max 2 sides of A4 (minimum font size Arial 10)</b>	20%
		<p><b><u>Flexibility for delivery of the training</u></b>            Supplier should evidence their methodology for delivery of training courses, evidencing flexibility around dates and locations.</p> <p>Supplier to provide details of the optimum number of delegates per course and the reasons why this is the optimum number.</p>	A Statement that addresses DVSA's required characteristics. <b>Max 2 sides of A4 (minimum font size Arial 10)</b> And a delivery plan in <b>Excel format</b>	20%



Specification – Surveillance and RIPA Training

<b>Resources and capabilities</b>	30%	<b><u>Trainer Credentials</u></b> Supplier to evidence the trainer's relevant skills and experience to deliver the surveillance and RIPA training	Short CV's of team members/key personnel who will be providing the training. <b>Max 1 side of A4 per CV</b> <b>Maximum overall page count for CV's 6 sides of A4 (minimum font size Arial 10)</b>	10%
		<b><u>Course materials</u></b> Supplier to outline what course materials will be provided this may include but not limited to screenshots, handouts, or technical data sheets	A Statement that addresses DVSA's required characteristics <b>Max 1 sides of A4 (minimum font size Arial 10)</b> Examples of relevant training materials <b>Max 4 sides of A4</b>	10%
		<b><u>Business continuity</u></b> Supplier to evidence how they mitigate risk and manage changes to delivery plans. This should include evidence on how the COVID-19 pandemic situation will be managed in the event of face-to-face and practical training.	Supplier to include their Business Continuity Plan <b>Max 2 sides of A4 (minimum font size Arial 10)</b>	10%
	<b>Total = 100%</b> (This will be converted into the maximum 60% quality score weighting)			

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

This Schedule shall be completed by the Controller. The Controller may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:  
Shirley Harding  
Shirley.Harding@dvs.gov.uk
2. The contact details of the Processor's Data Protection Officer are: [insert contact details].
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E1.1.
Subject matter of the processing	In delivery of the Services, it is expected that the Supplier will require access to personal data controlled by the Authority.
Duration of the processing	As required throughout the Contract Period.
Nature and purposes of the processing	<p>The nature of the processing is expected to include:</p> <ul style="list-style-type: none"> <li>• Collection - as part of the registration</li> <li>• Recording - details on Processor database</li> <li>• Storage – on Processor's own network</li> <li>• Destroyed</li> </ul> <p>The purpose of the processing is for the training of the Controller's staff in surveillance and RIPA.</p>
Type of Personal Data being Processed	Type of Personal data is expected to include; Name, Address, DoB, E-mail Address and Phone Number

Categories of Data Subject	Categories of Data Subject are expected to include: Staff (including volunteers, agents, and temporary workers).
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In accordance with Clause E.1.4(e) the Contractor shall – at the written direction of the Controller – delete or return all Personal Data (and any copies of it) upon Termination, evidencing electronic deletion if necessary.</p>