



# **Specification**

## **Building Respect and the Confident Manager Training**

**Contract Reference: K28-002-1499**

**Date: 23 August 2021  
Version: v0.1**

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## 1. Introduction

The Driver & Vehicle Standards Agency (DVSA), an executive agency of the Department for Transport (DfT), requests a quote for the following Building Respect and the Confident Manager Training Services. This contract will be subject to the DfT Standard Conditions of Contract.

You are required to submit your quote on the Pricing Schedule (separate excel document) through the Jaggaer eSourcing system.

Should you be awarded the contract, this Specification, the completed Pricing Schedule and DfT Standard Conditions of Contract will form a binding contract between you and DVSA.

## 2. Background to the Requirement

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.

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 requires a supplier to deliver the Building Respect and the Confident Manager awareness sessions to new staff. Findings from the staff survey revealed that DVSA needed to address both Bullying and Discriminatory behaviour across its workforce. Awareness sessions ran from 2018 until the end of 2020. The delivery of said awareness sessions needs to continue to new staff.

## 3. Procurement Timetable

The following procurement timetable is indicative and may be subject to change.

Description	Date
Request For Quote (RFQ) Issued	23 August 2021
Deadline for receipt of RFQ	17:00 on Thursday 26 August 2021
DVSA approvals	27 – 31 August 2021
Contract Award	1 September 2021

Contract commencement	1 September 2021
Mobilisation period	From 1 September 2021
Service commencement date	TBC

## 4. Scope

The supplier shall deliver DVSA's Building Respect and the Confident Manager awareness sessions to new DVSA staff (approximately 170 delegates in the Initial Contract Period). DVSA does not guarantee the numbers provided, these are estimated numbers only with no minimum or maximum.

It is anticipated the Contract will commence in September 2021. The Initial Contract Period will be six months from the Commencement Date with the option to extend for a further six months. 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 this Contract, including the exercise of any options periods, shall not exceed 1 year.

## 5. Implementation and Deliverables

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

Title	Deliverables
Mobilisation	DVSA and the supplier will agree the updated content and the testing of the updated course. DVSA and the supplier will agree the dates and attendees of the courses.
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 Goods and / or Services

### Main Responsibilities

The supplier shall deliver DVSA's Building Respect and the Confident Manager awareness sessions. Specifically, the Building Respect session is for all new staff and the

Confident Manager session is an additional session for new staff with line management responsibility.

The supplier will also monitor, gather, and share all evaluation data following the end of each session with DVSA, ensuring it is handled in compliance with all current data protection guidelines.

The key desired outcomes from this contract are as follows:

- To educate DVSA staff within the requirements of the laws on equality and diversity.
- To contribute to DVSA staff having a clear understanding of what is inappropriate behaviour, the effects it could have on those involved and the possible consequences of negative individual actions. Including possible effects on corporate reputation.
- Ensure that staff understand that equalities legislation and Equality & Diversity work. This is not only about making life better for minority groups, by emphasising business benefits and the value of a diverse workforce, but also to sell the positives of a diverse workforce.
- To give DVSA staff the tools, techniques and confidence to informally and formally address inappropriate behaviours in the workplace.
- To give attendees a safe confidential environment with others and without negative ramification, where they can work through any beliefs or prejudices that are contrary to both legislation and policy.
- To reinforce that everyone has a responsibility regardless of grade, to challenge unacceptable behaviours and/or report appropriately.

## **Booking Procedure**

Sessions will be booked by DVSA's Training Solutions Admin team.

DVSA will manage the waiting list for delegates and notify the supplier accordingly.

The supplier will be responsible for sending out invitations to attendees and will also provide DVSA's Training Solutions Admin team with the delegate attendance figures, names, dates, and locations (if the latter is applicable) within 5 working days of the training session taking place. Where staff fail to attend, the supplier will manage the associated re-bookings.

## **Cancellations**

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

DVSA may cancel agreed session 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 a session date will be paid in full by DVSA.

## **Delivery Conditions**

The supplier will deliver each course in one day.

Due to COVID 19, the supplier will deliver the training virtually.

For virtual delivery, the supplier will need to ensure that any software is compatible with DVSA systems. The use of the usual Microsoft 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 and so on 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 suite.

Group numbers will be appropriate for the technology platform used to deliver the sessions. It is expected that no more than 12 staff at any one time will attend each individual session.

Training materials must support both attendees and attendees' line managers so that conversations can be ongoing, post training. The materials will provide managers with both a grounding in the training materials and a foundation for them to engage in meaningful discussions with their staff members. Training materials will become the property of DVSA.

## **Content of Training**

As a bespoke package, the training provider will undertake consultative work with key DVSA stakeholders, including the DVSA Building Respect Working Group and Learning & Development staff, to allow the updating of the Building Respect and Confident Manager awareness session content as it stands now, up to a certain extent agreed with the supplier.

## **7. Skills and Apprenticeships**

Not Applicable

## **8. Quality Assurance Requirements**

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

Prior to delivery, DVSA will quality assure the content of all materials and process to ensure that the product is fit for purpose. The supplier will need to fully understand both the culture and context of training delivery within DVSA to achieve buy in and the required change in behaviours.

DVSA trainers will from time to time conduct random quality checks on delivery and feedback to the supplier accordingly with the established contract manager and the relevant learning professionals.

## **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 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 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**

A Purchase Order Number will be provided to the supplier.

Suppliers must quote the aforementioned 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 Manager and the supplier should include any information required to ensure efficient and effective receipting / invoice matching. For example, provision of timesheets or an annotated progress report.

## **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 1 (Schedule of Processing, Personal Data & Data Subjects) of this Specification.

### **13. Training / Skills / Knowledge Transfer**

Please see the key desired outcomes under section 6 of this document.

### **14. 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.

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

The supplier shall fully cooperate with DVSA 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.

### **16. Points of Contact**

All queries/questions in relation to the RFQ should be sent via the messaging function on the Jaggaer eSourcing portal.



## Annex 1 – 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 (DPO) are:  
The DPO is XXXX Redacted Under FOIA Section 40 from the Department for Transport, D/04 AHH, Ashdown House, Sedlescombe Road North, St Leonards on Sea, TN37 7GA  
  
The Representative of the DPO at DVSA is the Data Protection Manager, XXXX Redacted Under FOIA Section 40, The Axis Building, 112 Upper Parliament Street, Nottingham, NG1 6LP.
2. The contact details of the Processor's Data Protection Officer are: XXXX Redacted Under FOIA Section 40
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</p>

	Controller's staff in Building Respect and the Confident Manager.
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>	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.