# Specification

Language Services

Driver and Vehicle Standards Agency (DVSA)

**Contract Reference: K28/002/0289**

**Framework Agreement Reference: Crown Commercial Service RM1092**

**Date: 05/03/2020**

**Version: 1.0**

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## 1. Introduction

In accordance with the terms and conditions ofCrown Commercial Service Framework Agreement RM1092 Language Services, the Driver & Vehicle Standards Agency (DVSA), an executive agency of the Department for Transport (DfT) invites proposals under Lot 1: Managed Service Provision of Language Services.

Bidders intending to bid for this requirement are required to submit their proposals through the Delta e-Sourcing system, by **12 NOON on** **26MARCH 2020**.

## 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 has several business units who have an on-going requirement for a range of different language services. DVSA is therefore looking to procure a Supplier for a Managed Service Provision of Language Services.

## 3. Procurement Timetable

|  |  |
| --- | --- |
| **Description** | **Date** |
| Issue Further Competition Invitation via Delta e-Sourcing system | 05/03/2020 |
| Clarification period commences | 05/03/2020 |
| Clarification deadline | 18/03/2020 |
| Tender deadline | 26/03/2020 |
| Evaluation complete | 08/04/2020 |
| Contract Award | 15/04/2020 |

## 4. Scope

The Call Off Contract Period will be for two (2) years from the Commencement Date with an option to extend for one (1) + one (1) years.

The scope is as follows:

* Spoken Face to Face Interpreting Services: Interpretation services from one language to another to enable face to face communication with vehicle operators and road users who are not proficient English speakers. The main requirement for this service is for interviews under caution conducted under the Police and Criminal Evidence Act (PACE). The requirement is for the provision of the full list of languages detailed in Annex A of Framework Schedule 2.
* Telephone Interpreting Services: Interpretation from one language to another to enable communication between DVSA staff and customers who are not proficient English speakers. The requirement is for the provision of the full list of languages detailed in Annex A of Framework Schedule 2.
* Written Translation Services: Translation of various documents, audio tapes and other forms of electronic media from English to other languages and vice versa. The requirement is for the provision of the full list of languages detailed in Annex A of Framework Schedule 2.
* Transcription Services: Recorded public inquiries and hearings to be transcribed into English written text.
* Ancillary Services: Provision of sound recordings of text in English and other languages. The requirement is for the provision of the full list of languages detailed in Annex A of Framework Schedule 2.
* Non-Spoken Video Language Services: Provision of recorded videos of British Sign Language interpretation.
* Non-Spoken Face to Face Services: Sign language interpretation including but not limited to British Sign Language interpretation to take place at stakeholder meetings between Deaf people requiring support to access content, and hearing people.

## 5. Implementation and Deliverables

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

|  |  |
| --- | --- |
| **Title** | **Deliverables** |
| Mobilisation Phase | 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. |
| Booking Procedure Training | The Supplier to deliver appropriate training to ensure DVSA users are conversant with the booking process and how to use the appropriate booking forms. To be delivered on a date agreed with authorised DVSA users but no later than one (1) month after the Commencement Date. |
| Service Commencement | Supplier to commence service delivery – date to be agreed between the Parties based on the proposed date in the Supplier’s tender response. |
| Service Delivery | Deliverables as described in Section 6 below. |

## 6. Specifying Goods and / or Services

**Face to Face Interpreting Services**

DVSA requires Face to Face Interpreting Services in instances including but not limited to:

* interviews under Caution conducted under the Police and Criminal Evidence Act (PACE)
* court hearings
* driver conduct hearings
* public inquiries

DVSA require Face to Face Interpreting Services to take place all over Great Britain.

The Supplier shall undertake all interpretation in the specified language. It is not acceptable for the Linguist at a hearing or inquiry to revert to a second or a third language.

**Telephone Interpreting Services**

DVSA requires Telephone Interpreting Services in real time instances which include but are not limited to:

* during roadside enforcement activities
* during a phone call from a customer to a DVSA operator at the DVSA contact centre.

It is estimated that the duration of calls will vary from 10 minutes to 1 hour.

The Supplier shall make telephone interpretation accessible 24 hours a day, seven (7) days a week, every day of the year.

Interpretation of phone calls made to operators must be conducted as a three-way conversation between customer, operator and Linguist.

The Supplier shall undertake all interpretation in the specified language. It is not acceptable for a Linguist to revert to a second or a third language.

**Written Translation Services**

DVSA requires Written Translation Services in instances including but not limited to:

* Translation of documents such as: official roadside enforcement activity-associated documentation containing legal and technical terminology; court paperwork; documentation for the Office of the Traffic Commissioner (OTC); general letters and emails.
* Translation of audio/video recordings (including PACE interviews under caution)
* Translation of theory test instructions, questions and answers

The estimate number of pages for written translations range in size up to around 50 pages although on some occasions, this may be more. Written translations may be provided as individual documents or as large bundles of documents. Some text required for written translation may be subject to regular revision. The text for translation should be formatted exactly the same as the source text.

The timescale for the return of written translation by the Supplier to DVSA will be between three (3) to five (5) working days. However, there may be some occasions where text which may be as large as 10 to 15 thousand words is required to be urgently translated and therefore a return timescale within 24 hours will be required.

DVSA will require access to the Supplier’s portal solution in order to upload their written translation requirements. The Supplier will then provide the translated text to DVSA via the Supplier’s portal solution.

Any documents that are classified as Official Sensitive should be handled by the Supplier in line with the requirements in Framework Schedule 2.

**Transcription Services**

DVSA requires Transcription Services of public inquiries and hearings into English written text which for the purposes of the Call Off Contract will be known as “OTC Transcriptions”. There may also be other ad-hoc requirements from other DVSA users for Transcription Services which for the purposes of the Call Off Contract will be known as “Other Transcriptions”.

The public inquiries and hearings are recorded digitally onto CD (MP2 and MP3 formats) and will be required to be typed verbatim transcript document. DVSA will provide a copy of the transcript on a CD. Proceedings can range from 30 minutes to 10 hours (and in some rare instances, in excess of 10 hours).

Where part of a hearing is heard ‘*in camera’[[1]](#footnote-2),* the transcription should clearly indicate this*.* The Supplier will need to transcribe ‘in camera’ proceedings separately so that they can be easily detached from the main hearing.

The transcript should indicate pauses, whether long or short, and identify inaudible/unintelligible sections of the recording.

DVSA occasionally receives requests for transcriptions from third parties which for the purposes of the Call Off Contract will be known as “External Transcriptions”. The cost and delivery turnaround time for “External Transcriptions” are not included in the Call Off Contract and will be agreed between the third party and the Supplier upon the express consent of DVSA. The Supplier will therefore directly charge the cost to the third party however distribution will be handled by the DVSA. DVSA will provide the relevant recording for the “External Transcriptions” and the Supplier will provide the completed transcription back to the DVSA as per the process for “OTC Transcriptions”.

Digitally recorded CDs (one per package) will be sent to the transcriber by special delivery from one of the OTC offices. The Supplier must return the transcribed document and a CD to the originator by special delivery and, where requested, as an email attachment. Any changes to the mailing method will be notified to the Supplier. DVSA may move to the method of transferring information using the Supplier’s portal (in accordance with the Security specifications). The Supplier will be required to support DVSA in the event of moving to this method.

The Supplier should provide completed partial transcripts of proceedings within five (5) working days of receipt by transfer. The Supplier should provide completed full transcripts of proceedings within 10 working days of receipt by transfer. There may be some occasions where a completed full transcript of proceedings is required urgently and within five (5) working days of receipt by transfer.

The Supplier must not under any circumstance share the copies of transcriptions to anyone other than DVSA. DVSA will copy transcripts as and when required.

**Ancillary Services**

DVSA requires the Supplier to provide sound recordings (which includes sound editing) of theory test instructions, questions and answers. The Supplier shall provide the sound recordings within 10 working days of receipt. The sound recordings shall be of mp3 format. They shall be transferred securely using the Supplier’s portal (in accordance with the Security specifications).

**Non-Spoken Video Language Services**

DVSA requires the Supplier to provide recorded videos of British Sign Language interpretation of theory test instructions, questions and answers for Deaf people requiring support to access content. The Supplier shall provide the video recordings within 10 working days of receipt. They shall be transferred securely using the Supplier’s portal (in accordance with the Security specifications). They shall be generated in mp4 (MPEG-4 Part 14) file format, minimum frame rate of 25 fps, aspect ratio of 352 x 288 at a minimum bit rate of 1374 kbps.

**Non-Spoken Face to Face Services**

DVSA requires British Sign Language interpretation to take place at stakeholder meetings between Deaf people, requiring support to access content, and hearing people, in personal attendance. The meetings are likely to take place at DVSA or stakeholder premises.

**Linguist Requirements**

The Supplier shall ensure that there are a sufficient number of appropriately qualified, competent and experienced Linguists to undertake the Services specified in the Call Off Contract.

The Supplier must ensure all Linguists comply with the appropriate professional Codes of Conduct such as the National Register of Public Service Interpreters (NRPSI) or equivalent (to be agreed as such by DVSA).

The Supplier shall ensure all Linguists carry their NRPSI card or equivalent to any Assignment when they attend in person.

The Supplier shall immediately disclose of any information (e.g. criminal record, conflict of interest) to the DVSA that may make a Linguist unsuitable in any Assignment. The Supplier must ensure any Linguists booked to theory test related assignments already have a full UK driving licence (not a provisional driving licence).

The Supplier must have a contingency process in place for occasions where the Linguist find themselves in a situation which is beyond their capabilities. DVSA reserve the right to cease the use a Linguist should their quality, ability or integrity be compromised in any way.

The Supplier must ensure that Linguists have a working knowledge of the implications and requirements of the Police and Criminal Evidence Act 1984 (PACE).

**Ordering/Booking Process**

For real time Telephone Interpreting Services, the Supplier will provide a designated unique Freephone number in order for DVSA staff to contact in order for the Linguist to join the call with DVSA’s customer. The Supplier shall make Telephone Interpretation accessible 24 hours a day, seven (7) days a week, every day of the year.

For the other Services, only authorised DVSA staff (“Order Managers”) are authorised on behalf of DVSA to book an Assignment. DVSA’s Contract Manager will provide the Supplier with the list of Order Managers and this list may be updated from time to time. Should any other employee of DVSA try to access the Services independently, the Supplier shall direct their query to the DVSA Contract Manager.

The Supplier shall deliver the Booking Training Procedure as outlined in Section 5. As part of the booking process, the Supplier shall provide an ordering system that allows authorised DVSA staff to place orders via either secure on-line/web-based order form or email or telephone 24 hours a day, 7 (seven) days a week. The Supplier shall provide booking forms that include sufficient details for each Assignment, to include but not limited to: language required, contact names, telephone numbers, email addresses, start times, approximate duration, nature of Assignment (e.g. PACE interview), location. The Supplier will be required to confirm bookings within 1 day as standard.

The Supplier will be required to provide a facility for emergency bookings which includes but is not limited to: a short notice Assignment required the next day or within 24 hours.

The Supplier shall provide the following details to the Order Manager prior to the commencement of the Assignment.

* full name of the Linguist(s) being used for the Service
* contact details of the Linguist(s) (not required for Telephone Interpretation Services)
* a clear up to date passport quality photograph of the Linguist(s) (not required for Telephone Interpretation Services)
* the current level of Government Security Clearance of the Linguist(s)
* the language in which the Linguist(s) has been assessed as competent to work

For Telephone Interpretation Services, the Supplier will be required to provide the Contract Manager with the above a week after the Commencement Date. If the Linguist(s) are replaced for any reason for Telephone Interpretation Services, the Supplier will be required to provide the details above for the new Linguist(s).

**Cancellation of Bookings**

The Supplier shall only accept cancellations or variations to booking requests from Order Managers by the secure on-line/web-based order form or email or telephone.

If the Supplier is required to provide proof of short cancellations, this will need to be provided by email to the Order Manager.

If the Linguist fails to attend the Assignment at the specified location and at the specified time, the Supplier shall be liable for all associated costs and losses that are incurred as a direct consequence.

**Travel and Related Costs**

Where the Assignment involves attendance in person by the Linguist, the Supplier should use a Linguist local to the location.

The Supplier should only charge for travel and related costs for an Assignment outside a five (5) mile radius. Travel and subsistence claims shall be at the rates prescribed in the attached Travel and Subsistence guidance at Annex 1.

The Supplier shall notify the Order Manager of any travel and related costs as part of the booking process.

**Management Information, Monitoring and Data Reporting**

The Supplier will be required to provide monthly statistics including but not limited to:

* volumes of the relevant Services which can be filtered by the following but not limited to: type of Service; month; week; day; language; cancellation by Supplier
* call duration (where applicable)
* unsuccessful attempts to dial Linguist in for Telephone Interpretation

The Supplier will be required to provide narrative analysis to DVSA reporting on achievement of the agreed service levels.

## 7. Quality Assurance Requirements

The Supplier will be required to have a Quality Assurance process in place for the Services undertaken. For Non-Spoken Video Language Service Assignments, the Supplier will be required to either have another qualified Linguist to view the clips and confirm their accuracy or have two Linguists involved in creating the clips so that they agree on the best way to sign the concepts.

The Supplier will be responsible for investigating and promptly rectifying any errors found by DVSA.

## 8. Service Conditions and Environmental Factors

Not applicable

## 9. Management and Contract Administration

**Account Management**

The Supplier shall within five (5) days of signing the Call Off Contract send to the DVSA Contract Manager, the name and contact details (including email address and telephone number) of the Account Manager responsible for managing the Call Off Contract.

The Supplier shall attend monthly Performance Review Meetings. An agenda will be agreed between DVSA and the Supplier after the Commencement Date and, as standard, the agenda will include minutes and actions of the previous meeting, performance and continuous improvements. The meetings will either take place face to face or by phone. No reimbursement of costs will be provided for these meetings.

The Supplier will also be required to provide suitably qualified security personnel to participate in governance meetings hosted by DVSA to discuss the security status of the solutions being used to deliver the services. Such meetings shall occur not less than quarterly as part of management of the contract

The Supplier is also expected to make themselves available with reasonable notice for any additional ad-hoc meetings that may be required to support the contract that may be requested by DVSA.

**Payment and Invoicing**

Before invoicing, the Supplier shall provide the DVSA Contract Manager with a consolidated itemised ‘request for payment’ for completed assignments in arrears. Once the ‘request for payment’ has been approved by DVSA, the Supplier shall provide a consolidated invoice to DVSA monthly in arrears. The Supplier shall provide relevant information supporting the charges on each invoice should be available to DVSA and should reflect the management information provided monthly. The Supplier will be required to raise credit notes where errors are made.

The Supplier will be required to provide a ‘pro-forma’ invoice at the time of delivery of an assignment for any assignment required by DVSA’s Prosecution and Legal Services team (PLS). This is so DVSA to outline the cost to be claimed back through the court process. The Supplier will then be required to provide a separate invoice each month for any assignments requested by PLS. This is so DVSA can then claim back any costs through the court process.

DVSA operates a purchase order (PO) scheme for payment of invoices. It is likely that DVSA will provide a PO for each business unit that requires language services.

The Supplier must quote the aforementioned PO number on all invoices and these must be submitted electronically in PDF format 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.

For reference the Accounts Payable postal address is:

Accounts Payable,

Shared Services arvato,

5 Sandringham Park

Swansea Vale

Swansea

SA7 0EA

## 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](http://www.dft.gov.uk/about/doing-business-with-us) 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.

## Security

The Supplier shall within five (5) days of signing the Call Off Contract provide documentation to DVSA that describes the solution that is to be used to provide the services to be delivered under the Call Off Contract including but not limited to:

* A functional system description
* Threats and risk management
* Security requirements
* Solution architecture
* Security architecture – technical
* Security architecture – non-technical
* Security testing and certifications
* Any residual risks

This document must be produced and agreed with DVSA before an “Authority to Operate” is granted and the Supplier’s solution can process and hold live DVSA data. The Supplier shall review this documentation not less than annually and update to reflect agreed changes.

All technical solutions being used to deliver the services under the Call Off Contract should follow NCSC best practice and guidance. Any deviation from this must be clearly stated within the assurance documentation.

All ICT solutions being used to deliver the solution must be administered and maintained in line with best practice and activities such as patching must be kept up to date.

Any significant changes to the ICT solutions (i.e. other than regular commoditised changes, or patching) must be communicated by the Supplier and agreed with DVSA.

Any offshoring of ICT solutions being used by the Supplier to deliver the Call Off Contract must be agreed with the DVSA.

The Supplier must ensure that any ICT being used to deliver the services under this contract is certified as a minimum to Cyber Essentials Plus and that this is maintained on an annual basis.

The Supplier must provide their ISO27000 certification and associated scoping to provide assurance to DVSA that this adequately covers the services being delivered under the contract.

**Security Vetting/Clearance**

The Supplier must ensure all Linguists and all approved sub-contractors are security cleared to a Baseline Personnel Security Standard (BPSS).

**Conflict of Interest**

The Supplier must ensure all staff engaged under the Call Off Contract declare any conflicts of interest with DVSA business (such as but not limited to having a provisional driving licence) before being given access to any DVSA material or services.

**Data Security**

The Supplier must ensure that following completion of an Assignment, Linguists do not keep any electronic notes of the Assignment and any paper notes must be shredded and securely disposed of immediately.

For Translation Services, the Supplier must ensure the translated files are only destroyed after the invoice has been paid.

**Incident Management**

The Supplier must have an incident handling approach that is able to align with DVSA’s extant processes. The following titled documents have been included as part of the tender documentation:

* 07-028-002-0289-DVSA-incident-management-SOP-v1.3
* 08-028-002-0289-Incident-Management-Policy-v.1.1

The Supplier must ensure that any necessary people, data and systems are made available to DVSA to support the handling, resolution and investigation of an incident.

For the purposes of the Call Off Contract, an incident is any event or action that breaches information security policies and procedures or which compromises, or threatens to compromise, the confidentiality, integrity or availability of information, assets, the communications infrastructure or IT equipment. Incidents include, but are not limited to:

* breaches of physical security;
* detection or introduction of malicious code;
* inappropriate content;
* inappropriate or unauthorised access of IT services or DVSA information;
* malfunctions of software;
* misuse of DVSA information, items and/or equipment;
* theft or loss of DVSA information, items and/or equipment;
* unauthorised destruction of DVSA information;
* unauthorised disclosure of DVSA information;
* uncontrolled system changes;
* violations of network and system access;
* unexpected lack of availability to DVSA Personal Data related assets.

The Supplier must inform DVSA within one (1) hour of observing an incident (including weekends and weekdays, public holidays).

The Supplier must assist DVSA in determining and implementing measures and processes to handle an incident. The final decision on mitigation approach rests with DVSA. DVSA will assess incidents and determine if they are to be classified as near misses, security weaknesses or incidents and what actions, if any, are to be taken to mitigate them.

The Supplier must support and provide DVSA with any information needed to complete the categorisation of incidents, and to prepare periodic reports for DVSA management.

The Supplier shall within five (5) days of signing the Call Off Contract must provide an incident playbook which provides expected mitigations for anticipated incidents types (e.g. a malware alert). The playbook should define named individuals from the Supplier team who will co-ordinate the incident for the Supplier, with their contact details. The playbook should be regularly reviewed to ensure that mitigations and contact details are accurate.

The Supplier must be prepared to be involved in incident drills, which will simulate an incident occurring. The drill shall test the communication and co-ordination of the incident. The Supplier must support the process of improvement for Incident Handling.

The Supplier must preserve information (log files, audit files, systems etc) that will be used in the event of a legal or disciplinary investigation. Files should be protected, and the chain of evidence preserved by ensuring that only authorised people have the ability to access these files. Suspected machines should be isolated from other Supplier systems, rather than turned off, to preserve forensic information.

The Supplier must ensure that its personnel go through regular mandatory data handling, cyber security awareness, and incident handling training (annually and on joining) to understand what an incident is, and how they should report it using the Supplier’s incident handling processes. Training must inform users of good security practices, such as locking their computer, not using untrusted USB devices etc.

Supplier personnel must not discuss or report an incident with anyone except DVSA.

All external communications (e.g. to the media, ICO) for an incident must be handled or co-ordinated by DVSA.

**Audit**

Without prejudice to the provisions under Framework Schedule 2 Clause 3.6.10, the following requirements shall apply to security audit.

The Supplier must facilitate DVSA to carry out audits on its estate on a not less than annual basis where used to directly or indirectly deliver the services to DVSA, or immediately without prior arrangement in response to a security alert or incident.

DVSA audits and their scope will be agreed between the DVSA and the Supplier, and carefully planned to minimise disruptions to business processes.

All audits should be monitored and logged to produce a reference trail and be reported to the appropriate management by the Supplier.

The Supplier agrees to carry out such remediation activities as deemed necessary resulting from the security audit within timescales agreed with DVSA and provide evidence of completion.

**Personal Data Breaches and Reporting Procedures**

The Parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority, Information Commissioners Office (ICO), within the deadline of 72 calendar hours and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other Party without undue delay of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).

The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

## 12. Data Protection

The Supplier will be required to comply with all applicable requirements of the Data Protection Act 2018 (including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), 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 DPA) 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 3 (Schedule of Processing, Personal Data & Data Subjects) of this Specification.

## 12. Training / Skills / Knowledge Transfer

The Supplier shall deliver the Booking Training Procedure as outlined in Section 5.

## 13. Documentation

The Supplier shall deliver the requirements as detailed in Section 6.

## 14. Arrangement for End of Contract

The Contractor shall fully cooperate with the Authority to ensure a fair and transparent re-tendering process for this contract. This may require the Contractor 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. The Evaluation Criteria listed below are consistent with the Evaluation Criteria specified by the Framework.

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

Table 1

|  |  |
| --- | --- |
| **Evaluation criteria** | **Score** |
| Quality Factors | 55% |
| Price Factors | 45% |

### 

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 overall score and thus who has submitted the most economically advantageous tender.**

|  |  |  |  |
| --- | --- | --- | --- |
| Primary Criteria | Primary Criteria Weighting (%) | Sub-criteria | Sub-criteria Weighting (%) |
| Quality | 55% | Proposed Methodology | 5% |
| Competence | 25% |
| Quality Assurance | 5% |
| Business Continuity and Incident Management | 10% |
| Technical and Security Solution | 10% |
| Price | 45% | P1 | 17% |
| P2 | 5% |
| P3 | 1% |
| P4 | 22% |

### Quality Factors:

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

### Quality Factors Scoring Methodology

The following marks 0 to 4 will be allocated to each Quality Factor in accordance with the following scoring definitions:

|  |  |  |
| --- | --- | --- |
| **Mark** | **Description** | **Scoring Guide** |
| 4 | 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. |
| 3 | 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. |
| 2 | 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. |
| 1 | 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 |
| 0 | No Confidence | Limited or No evidence provided that the Bidder meets the requirement. No confidence that the Bidder can meet the requirement. |

Each mark will then be converted into a corresponding percentage score of the total marks available for the criteria (e.g. a score of 3 out of 4 is 75%).

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

The total Quality Factors score for each tender is the sum of the weighted scores.

Only those tenders achieving a minimum mark of 2 for each criteria will be deemed compliant.

**Price Factors:**

The Pricing Template excel document is where you will detail your tendered rates for the Services. The rates provided by bidders, in the yellow cells of the Pricing Template excel document, will form a schedule of rates that will be inserted into the Call Off Contract. This will be the schedule of call off rates applicable for the duration of the Call Off Contract.

For evaluation purposes, the Pricing Template excel document will calculate the values of the following Price Factors and Sub Price Factors:

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Factor** | **Tab Reference** | **Sub Price Factor** | **Table Reference** |
| P1 | TAB 6 Written Translation, Transcription and Ancillary Services | P1.1  P1.2  P1.3  P1.4 | 1.1  1.2  1.3  1.4 |
| P2 | TAB 7 Telephone Interpreting and Video Services | P2.1  P2.2 | 2.1  2.2 |
| P3 | TAB 8 Non Spoken Face to Face | P3.1 | 3.1 |
| P4 | TAB 9 Spoken Face to Face | P4.1 | 4.1 |

Each Sub Price Factor value will be added together to calculate the total Price Factor value. Each Price Factor value forms the basis of the price evaluation (as detailed below under ‘Price Factors Scoring Methodology’). These values will be used for evaluation purposes only; the estimate volumes used to determine the Sub Price Factor and then subsequently, each Price Factor are estimates only and cannot be relied on for the Call Off Contract.

The following weightings will be applied to the Price Factors:

|  |  |
| --- | --- |
| **Price Factor** | **Criteria Weighting** |
| P1 | 17% |
| P2 | 5% |
| P3 | 1% |
| P4 | 22% |

### 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. Each tendered Price Factor (P1, P2, P3, P4) shall be compared to the lowest tendered Price Factor.
2. For each Price Factor (P1, P2, P3, P4), the following calculation is used:

All calculations will be rounded to 2 decimal places.

1. The following table demonstrates how the calculation is used for each Price Factor:

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Factor** | **Price Factor Criteria Weighting Percentage** | **Weighted score for compliant tender with lowest tendered Price Factor** | **Calculation for Weighted Score** |
| P1 | 17% | 17% | The lowest tendered P1 will then be divided by each subsequent P1 bid and multiplied by 17% |
| P2 | 5% | 5% | The lowest tendered P1 will then be divided by each subsequent P1 bid and multiplied by 5% |
| P3 | 1% | 1% | The lowest tendered P1 will then be divided by each subsequent P1 bid and multiplied by 1% |
| P4 | 22% | 22% | The lowest tendered P1 will then be divided by each subsequent P1 bid and multiplied by 22% |

### The Price Factor Weighted Scores for P1, P2, P3 and P4 will then be added together to provide the overall Price Factor score.

## 16. Points of Contact

All queries/ questions should be sent via the Delta e-Sourcing Portal.

## Annex 1 – Travel and Subsistence 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

| **Criteria** | **Criteria Weighting (%)** | **Required Characteristics** | **Evidence Requirement** |
| --- | --- | --- | --- |
| **Proposed Methodology** | 5% | The proposed methodology for delivering the services, to include:   * Details of the mobilisation phase to include activities required, how those activities will be delivered and associated timescales leading up to Service Commencement * Your process when assigning Linguists to a Booking, to include: * The procedure and criteria used to determine which banding of Linguist is assigned to a Booking to ensure that they are appropriately qualified relative to the complexity of the language service requirement which as a minimum should include 1) how you assess the complexity of the language services requirement and 2) how you assess the level of expertise needed to undertake the language services requirement * The process used to ensure a booking will be fulfilled in the event you are unable to fulfil a booking request from your existing cohort of Linguists where 1) there is an immediate, urgent need and 2) where a booking is made in advance | 1. A Method Statement that addresses the Authority’s required characteristics (maximum 2000 words) |
| **Competence** | 25% | The requisite skills, expertise, qualifications and capacity of your company and the proposed team necessary to deliver the Language Services requirements, to include:   * Suitable experience and qualifications of the personnel who will be directly involved in delivery * The process for ensuring Linguists, where required, have a good spoken command of both English and the interpreted language, current idioms and dialects * The training that will be undertaken to ensure Linguists, where required, have knowledge of the relevant legislation and requirements of PACE and an understanding of specialist and technical terminology of PACE * The process for maintaining a sufficient pool of available Linguists to ensure you will be able to meet the language service requirements including details about your recruitment and retention process and policy * The contingency process where Linguists find themselves in a situation which is beyond their capabilities, particularly in the instances of real time telephone interpretations | 1. A summary table of your resource of who may deliver the language service requirements outlined in section 4 of this document. The summary table should include as a minimum: number of Linguists, average length of experience and breakdown of qualifications (maximum 1 side of A4) 2. A Method Statement that addresses the Authority’s required characteristics (maximum 2000 words) |
| **Quality Assurance** | 5% | The proposed methodology of your quality assurance procedures to ensure standards of delivery, ethical and professional behaviour by Linguists are met, to include:   * How linguists are monitored to ensure they meet the standards required * How issues where the standards have not been met are dealt with and resolved | 1. A Method Statement that addresses the Authority’s required characteristics (maximum 1500 words) |
| **Business Continuity and Incident Management** | 10% | Please describe your Emergency Procedure and Business Continuity plan including how this is underpinned by any technical solutions, for events including:   * Adverse weather conditions * Staff shortage due to sickness and/or annual leave * Call centre closures * Technology failures   Please also describe your approach to Incident Management and how your solution will both meet the requirements and integrate with the existing DVSA processes. | 1. A Method Statement that addresses the Authority’s required characteristics (maximum 1000 words) |
| **Technical and Security Solution** | 10% | Please describe your technical and security solution for delivery of the services required by DVSA including:   * An overview of the technical solution to be used to deliver the services including any infrastructure provided, user devices, locations and how these are managed, and supported. * A view clearly indicating where and how DVSA data will be processed, stored and communicated securely with DVSA. * Methods used to ensure that data retention requirements will be met * Security certifications including ISO27000 and evidence to demonstrate the validity of these for the delivery of DVSA services * Features of the proposed solution that provide assurance to DVSA that the security requirements can be met | 1. A Method Statement that addresses the Authority’s required characteristics (maximum 1000 words) 2. Copies of relevant security certifications including ISO27000 |

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## 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: [**to be provided on request**].
2. The contact details of the Processor’s Data Protection Officer are: [**to be provided on contract award**].
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.

NOTE: This Annex is currently in DRAFT form as it will need to be reviewed in the light of any proposed solutions/methodologies from the Supplier.

|  |  |
| --- | --- |
| **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 Call Off Schedule 1: Definitions. |
| Subject matter of the processing | As part of the delivery of their obligations under the Contract, the Supplier will be required to process and handle personal data as part of their contracted services including but not limited to:   * Translation of printed DVSA material * Live translation of interviews or DVSA tests |
| Duration of the processing | The duration of the Processing will be until the earliest of:   * expiry/termination of the Contract * the date upon which the Processing is no longer necessary for the purposes of either party performing its obligations under the Contract (to the extent applicable) |
| Nature and purposes of the processing | The nature of the processing could mean any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).  The purpose might include but not be limited to   * development of testing materials * Supporting candidates testing * Investigating incidents * Supporting staff in Enforcement activities * Licensing and regulation of those who operate heavy goods vehicles, buses and coaches, and the registration of local bus services * Carrying out official functions including executing enforcement and prosecution powers. |
| Type of Personal Data being Processed | The personal data could include:  • full name and title  • address, telephone number and email address  • date of birth  • gender  • disability, health conditions and learning difficulties  • photographic images [from CCTV]  • driving licence number and entitlement details (provided by DVLA), disqualification dates and previous driving licence numbers  • type of test - for an instructor theory test, we will also collect the personal reference number  • the language requested for the test (English and Welsh)  • the Safe Road User Award, unique learner reference number, pass date and date the record was last updated  • information about past health and safety incidents that stop candidates from booking online  • payment details - including card holder’s name, card holder’s billing address, card number (numbers are encrypted and access is restricted), dates the card is valid from and to, issue number and card type (for example, MasterCard)   * Vehicle details including but not limited to: registration mark, registered keeper details and vehicle MOT history * Previous conviction details - DVSA and DVLA convictions * CPC details * Limited companies – Companies House details including names and addresses * Driver's card and tachograph details * details of employer/perceived employer * details of any alleged offences committed * details of financial history |
| Categories of Data Subject | Data Subject as defined within Article 4 (1) of the GDPR Regulation (EU) 2016/679 could include:   * DVSA personnel * Members of the public who are booking or taking DVSA Tests * Members of the public who are complaining about DVSA services * ADIs * Authority’s personnel (including Contractors, Agency Workers and Temporary Workers) * Other Delivery Partners and suppliers * Members of the public who apply for or hold a goods or passenger vehicle operator licence * Transport managers specified on a goods or passenger service vehicle operator licence * Holders of large goods or passenger carrying vehicle driving entitlements who may be required to appear before a traffic commissioner * Drivers * Operators * Contracted solicitors * Prosecution Witnesses including members of the public, contractors, police officers etc. |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | The data will be retained as per the [insert reference to retention schedule] and/or the Supplier must ensure that all data is returned to the Authority on termination of the contract and securely removed in compliance with the Security Requirements [insert reference]from any systems they have been using to deliver services under the contract. |

1. ‘In camera’ is a section of a public inquiry that will be held in private where no members of the public are permitted into the hearing due to sensitive information being discussed. This could be financial or health matters or any other areas of sensitivity deemed by the Traffic Commissioner. These ‘in camera’ sessions tend to be at the very beginning of a public inquiry but could potentially present themselves at any stage of a hearing. The public inquiry recording will stop and a separate session of recording will be made ‘in camera’. [↑](#footnote-ref-2)