

# Specification

## Provision of Articulate 360 Subscription Licences

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**Framework Title & Reference:** Technology Products and  
Associated Services RM6068

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## 1. Introduction

In accordance with the terms and conditions of *Technology Products and Associated Services Framework RM6068* the Driver and Vehicle Licensing Agency (DVLA) invites proposals for the provision of Articulate 360 subscription licences.

## 2. Background to the Requirement

The DVLA is an Executive Agency of the Department for Transport (DfT), based in Swansea. The DVLA's primary aims are to facilitate road safety and general law enforcement by maintaining accurate registers of drivers and vehicle keepers and to collect Vehicle Excise Duty (VED).

DVLA currently have a contract for the provision of Articulate 360 subscription licences which expires 24/04/23.

This requirement is for the renewal of 29 Subscription licences for 12 months to cover period 25/04/23 to 24/04/24.

To support the Future of Shared Services (FOSS) and the adoption of the new SAP Learning Management System (LMS) there is a need to continue with a digital learning authoring tool. This will support the agency's goal of implementing a sustainable digital learning strategy to support business recovery with critical functional training.

Articulate 360 teams comprises of a number of services for generating Web Based Distance Learning, such as Rise 360, which is the Fast-Authoring Tool (FAT) and can output in the required format, Shareable Content Object Reference Model (SCORM). Its own built in FAT (Rise 360), a review tool (Review 360) for 'live' client review functionality, a screen casting system for recording software training and new systems development, and a full SCORM e-Learning authoring tool for more complex interactive learning to support the business with timely capability development.

## 3. Procurement Timetable

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

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

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

| Event  | Date                |
|--|---------------------|
| Publication of ITT via DfT sourcing portal           | 14/03/23            |
| Clarification period starts                          | 14/03/23            |
| Clarification period closes (Clarification deadline) | 20/03/23 @ 17:00hrs |

|   |                     |
|---|---------------------|
| Deadline for publication of responses to Clarification Questions                | 21/03/23 @ 17:00hrs |
| Deadline for submission of Tenders via DfT Sourcing Portal                      | 27/03/23 @ 23:59hrs |
| Evaluation Period   | 28/03/23 – 04/04/23 |
| Notification of contract award decision (issue of standstill letter)            | 05/04/23            |
| Standstill period for completion/review of Statement of Assurance Questionnaire | 05/04/23 – 11/04/23 |
| Issue Award Letter  | 12/004/23           |
| Execution (signature) of Call-Off Contract                                      | By 13/04/23         |
| Commencement Date of Contract / Provision of Service                            | 25/04/23            |

DVLA reserves the right to amend the Timetable. Any changes to the Timetable shall be notified to all suppliers as soon as practicable.

#### 4. Scope

The scope of the requirement extends to renewal of 29 subscription licences including support for 12 months as detailed in Section 6

#### 5. Implementation and Deliverables

The contract must be in place to commence 25/04/23.

#### 6. Specifying Goods and / or Services

Provision of subscription licences and support as detailed in the below table:

| Description  | Number of Users | Start Date | Expiry Date |
|--|-----------------|------------|-------------|
| Articulate 360 Teams annual subscription including support | 29              | 25/04/23   | 24/04/24    |

##### **Articulate 360 team's package:**

The Agency will require access to the range of authoring applications (Desktop and Cloud apps) and its additional features/collaborative tools i.e., shared templates, as part of the Articulate 360 team's suite. The licence/seats will provide full access/functionally to the suite of applications namely Storyline 360, Rise360, Review360, Peek360, Replay360 and Content Library.

The Articulate 360 desktop app is a tool for installing and updating the programs like Storyline 360 that installed locally. The web portal is where users access their account dashboard and the web-based apps, Rise 360, and Review 360.

### **Applications required:**

- Articulate 360 Desktop App
- Storyline 360 Desktop App
- Studio 360 Desktop App
- Replay 360 Desktop App
- Peek 360 Desktop App
- Rise 360 Web App - Rise360 generates Web Based Distance Learning, which is the Fast Authoring Tool (FAT) and can output in the required format, Shareable Content Object Reference Model (SCORM). The Web Based Learning (FAT) will enable us to share content with other departments or organisations as required. The original files can be compressed and sent to other organisations for them to upload on to their own systems.
- Review 360 Web App - Review360 enables feedback from stakeholders who do not have access via a licence for Articulate360. A link to the content can be shared with individual SME's who will be prompted to enter their email address and a password (the latter of which, is allocated by the course author), so we can identify their comments. You can review a project without registering to Review 360.
- Content Library 360 Web App - Functionality to add photos, standardise templates, characters, videos, icons, and other images to course content.

For the purpose of specifying licence requirements, A user is defined as a person who creates courses and other e-learning content with Articulate 360. 29 individuals will need to access Articulate 360 to design learning content, with the capability for central administration from our corporate L&D team

### **6.1 Service Levels and support**

Support will need to be provided with the software. Each Licence holder will be able to contact for support and an account manager assigned for the organisation.

This may include but is not limited to:

- Community support
- Email Support
- Priority email support
- Live Chat support
- Unlimited support cases.

Support definitions as defined by supplier Articulate360:

- Technical support via email communication.
- Live chat real-time, text-based interaction via an online chat interface.
- Tier 1 support - support for Articulate IDs, login issues, license activations, and general questions about software installation.
- Tier 2 support - deep and broad support for all functions of Articulate 360 as well as escalations from Tier 1 support.

- Tier 3 support - specialised support for unique technical challenges, unusual installation environments, uncommon errors, and escalations from Tier 2 support.

We also require access to the Articulate E-learning product and community support, through the community forums and FAQ resources.

- Product support - online support hub at <https://support.articulate.com> (or successor site), which includes knowledge base articles, system requirements, release notes, product downloads, and our contact information.
- Community support - crowd-sourced support at <https://community.articulate.com> (or successor site). Community members worldwide participate in forum discussions and submit examples and downloads.

## **7. Quality Assurance Requirements**

N/A

## **8. Other Requirements**

### **8.1 Information Assurance**

#### **Removable Media**

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

#### **Security Clearance**

##### **Level 1**

Suppliers are required to acknowledge in their response that any Supplier Staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff.

#### **Processing Personal Data and Data**

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

Delivery of this contract may require the supplier to process Personal Data (as defined in the GDPR) on the DVLA's behalf. The supplier will process Personal Data only on the DVLA's documented instructions, as set out in Joint Schedule 11 – Processing Data.

## **Processing of Government Data**

This contract may require the successful supplier to process Government data on DVLA's behalf. The successful supplier will be required to complete a Statement of Assurance Questionnaire (SoAQ) prior to formal contract award and before any processing of data commences in relation to this contract, to satisfy DVLA that its data will be appropriately protected. The SoAQ is included as part of the ITQ (**Appendix D**). The purpose of the Questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data. The Questionnaire was developed for use throughout the Government supply chain and is based on ISO27001 criteria and aligned to the HMG Security Policy Framework.

Suppliers are required to confirm their understanding and acceptance of the potential requirement to complete and return the Questionnaire during the Standstill Period.

The completed Questionnaire will be assessed by our Information Assurance Group and DVLA will work with the successful supplier to address any information aspects requiring improvement.

The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third-party suppliers. The Questionnaire will therefore need to be completed annually throughout the term of the contract in order to assess ongoing compliance. DVLA may also audit suppliers to validate the responses and evidence provided in the Questionnaire.

## **Information Supply Chain**

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

## **Data Protection Impact Assessment (DPIA)**

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

## **Offshoring of Government Data**

Government policy is that data it holds should be protected appropriately regardless of location.

Offshoring is defined as “Any arrangement where the performance of any part of the services or a solution under a contract may occur outside the UK for domestic (UK) consumption.”

When offshoring is described, the focus is typically on the physical location where data is hosted (such as where are the data centres located). Whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.

Suppliers must indicate in their response whether any DVLA data supplied as part of the contract, would be offshored. If so, suppliers must confirm the location(s) including the location of any business continuity, disaster recovery and technical support staff.

All Central Government Departments and Agencies are required to seek approval for any proposed offshoring activity, which ensures that information held offshore is appropriately managed and that pan-government risks are identified, tracked and managed, where appropriate.

In the event that the successful supplier proposes to offshore any DVLA Data as part of the contract, they would be required to provide details about the processing to be carried out offshore, the privacy risks and the security controls in place to protect the data. If the intention is to store the information in a cloud environment outside the UK, the successful supplier will also need to confirm the extent to which the environment complies with the cloud security principles. This information would be used to submit the offshoring proposal for approval.

Any request to offshore must receive clearance prior to the commencement of any data processing activity.

## **8.2 Cyber Security**

The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet-based threats.

It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.

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

All potential suppliers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>



As this requirement features the above characteristics, you are required to demonstrate in your response that:

- Your organisation has Cyber Essentials certification
- Your organisation will be able to secure Cyber Essentials certification prior to commencement of the required services/deliverables; **or**
- Your organisation has other evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet-based threats in respect to the following five technical areas:
  - Boundary firewalls and internet gateways
  - Secure configuration
  - Access control
  - Malware protection
  - Patch management

The successful supplier will be required to provide evidence of Cyber Essentials certification 'or equivalent' (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to commencement of the required services/deliverables. This will be through the completion of the Statement of Assurance Questionnaire (SoAQ).

The successful supplier will be required to secure and provide evidence of Cyber Essentials re-certification 'or equivalent' (i.e. demonstrate they meet the five technical areas) on an annual basis.

**Further information regarding the certification process can be found here:**

<https://www.ncsc.gov.uk/cyberessentials/overview>

### **8.3 Data Sharing**

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

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

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

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

### **8.4 Sustainability**

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

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

<https://www.gov.uk/government/publications/dvlas-environmental-policy>

## **8.5 Health and Safety**

DVLA has an Occupational Health and Safety Management System that is certificated to ISO45001. Further information on our Health & Safety Policy, is available on request.

## **8.6 Diversity and Inclusion**

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

A full copy of our Equality, Diversity and Inclusion Policy is available on request from the DVLA.

## **8.7 Business Continuity**

Suppliers (including the supply chain) shall have robust Business Continuity and Disaster recovery Plans which align to a code of practice such as ISO22301. Suppliers may be asked to supply the contents of these plans to the Agency.

The successful supplier will test their business continuity arrangements no less than once per annum and shall inform the Agency when such tests or exercises are scheduled. Outcomes of these tests or exercises must be made available to the Agency in writing upon request.

Suppliers will notify DVLA in writing within twenty-four (24) hours of any activation of the business continuity plan, in relation to the services provided to DVLA.

## **8.8 Procurement Fraud**

The DVLA adopts a zero tolerance approach to procurement fraud and bribery. Please read the DfT Counter Fraud, Bribery, Corruption and Ethical Procurement Statement in **Appendix B**.

## 8.9 Use of DVLA Brands, Logos and Trademarks

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

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

## 9. Management and Contract Administration

### Invoicing Procedures

DVLA invoicing procedures are detailed in **Appendix C**.

### Subcontracting to Small and Medium Enterprises (SMEs):

DVLA is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their subcontracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk [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 subcontract 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.

## 10. Training / Skills / Knowledge Transfer

Access is required to the Articulate 360 e-learning community and the comprehensive range of free resources. i.e. webinars, online tutorials.

## 11. Documentation

### Pricing Schedule Appendix A

Suppliers **must** complete **Appendix A – Pricing Schedule** in order to provide a full and transparent breakdown of costs associated with this contract

## 12. Arrangement for End of Contract

The Supplier shall fully cooperate with the DVLA to ensure a fair and transparent re-tendering process for this contract. This may require the Supplier to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

## 13. Response Evaluation

The evaluation will comprise of the following elements:

- 1) an evaluation of mandatory requirements. These will be assessed on a pass/fail basis. Responses that fail any of the mandatory requirements may be disqualified from further consideration
- 2) an evaluation of the prices submitted

### **Mandatory Requirements**

Annex [1] provides details of any elements/criteria considered as critical to the requirement. These are criteria, which will be evaluated on a pass/fail basis. A fail may result in the response being excluded from further evaluation.

### **Financial / Price Criteria**

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

### **Financial / Price Criteria Scoring Methodology:**

A Percentage Scoring Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:  
The lowest quoted price will be awarded the maximum score available. Each subsequent responses will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

$$\frac{(\text{Lowest Quoted Price})}{\text{Price Quoted per Supplier}} \times \text{Maximum Score Available (i.e. Weighting)}$$

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

Supplier A =  $100\text{k}/100\text{k} \times 40 = 40\%$

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

### **Overall Weighting Allocation**

| Evaluation Criteria        | Weighting |
|----------------------------|-----------|
| Financial / Price Criteria | 100%      |
| Total                      | 100%      |

## Annex 1

### Evaluation Criteria

#### Mandatory Criteria

| Mandatory Criteria  | Mandatory Criteria Description   | Pass/Fail |
|---|--|-----------|
| <b>Framework Core Terms and Schedules</b>   | <p>The Crown Commercial Service (CCS) Public Sector Contract and its associated Core Terms and Schedules will apply to any resultant contract awarded under this Invitation to Tender. Bidders are asked to review the Core Terms in addition to the Call Off and Joint Schedules identified as being applicable to this tender process. These are referenced in the draft Call Off Order Form (Schedule 6).</p> <p>The successful bidder will be expected to contract on the basis of the above terms. Therefore, with the exception of populating the highlighted areas in the published Call Off and Joint Schedules, the Authority will not accept any amendments, revisions, or additions to these schedules.</p> <p>Bidders who are unable to contract on the terms as drafted will be deemed non-compliant and their bid will be rejected.</p> <p>Please provide a YES/NO response to this question</p> |           |
| <b>Software: Contract commencement date and access to software</b>  | <p>Please confirm access will be given to the licences on the contract start date 25/04/23.</p> <p>Please provide a YES/NO response to this question</p>   |           |
| <b>Software: Supplier must be able to provide the full suite of Articulate 360 authoring tool. The software must be the most current version and available for immediate installation/registration.</b> | <p>Please confirm that the most current software will be provided. Please also confirm that continuous updates of new features/system requirements will be provided as soon as they become available.</p> <p>Please provide a YES/NO response to this question</p>   |           |

### Financial/Pricing Criteria

| Primary Financial/Pricing Criteria | Financial/Pricing Weighting (%) | Description  |
|------------------------------------|---------------------------------|--|
| Pricing Requirements               | 100%                            | Lowest priced bid submitted on Appendix A Price Schedule receives full score |
|                                    | Total = 100%                    |  |