

Customer Needs

RM6219 – Learning and Training Services
Dynamic Purchasing System (DPS)

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Introduction

1.1 Customer Needs Statement

- 1.1.1 Crown Commercial Service (CCS) is seeking to establish a Dynamic Purchasing System (DPS) for the provision of learning and training related services for all for all UK Central Government Departments, Wider Public Sector organisations and charities as listed in the Find a Tender Contract Notice for RM6219 – Learning and Training Services DPS.
- 1.1.2 This DPS procurement will be under the Light Touch Regime (LTR) therefore subject to the limited regulation and will be conducted in accordance with regulations 74 to 76 of the PCR [2015](#), and will use the Dynamic Purchasing System (DPS) provided by NQC with custom built filters and downloadable prospectuses to help downselect capable training providers.
- 1.1.3 This RM6219 DPS Agreement will be managed by CCS and any contracts awarded under this DPS Agreement will be managed by individual Contracting Authorities.
- 1.1.4 The intended duration period of the RM6219 DPS Agreement is for 4 years (48 months). In the event that the RM6219 DPS Agreement is terminated, CCS shall give the Supplier no less than three (3) Months written notice.
- 1.1.5 CCS acknowledges that the RM6219 DPS Agreement will not be terminated within the initial first six (6) months from the commencement date.
- 1.1.6 CCS may extend the duration of this RM6219 DPS Agreement for any period or periods up to a maximum of 2 years (24 months) in total from the expiry of the Initial RM6219 DPS Agreement period by giving the Supplier no less than three (3) Months' written notice.
- 1.1.7 Contracting Authorities may enter into a contract with a Supplier for a period of their determining, which may exceed the duration of the RM6219 Agreement. The flexibility of the contracting period allows the Contracting Authorities to determine appropriate contracting timelines required in order that the Supplier can meet the scale, length and duration of the training programmes required by the Contracting Authorities.
- 1.1.8 No guarantee is given by CCS in respect of the levels or aggregate value of the Goods and Services, which Contracting Authorities shall require the Supplier to provide during the RM6219 Agreement Period.

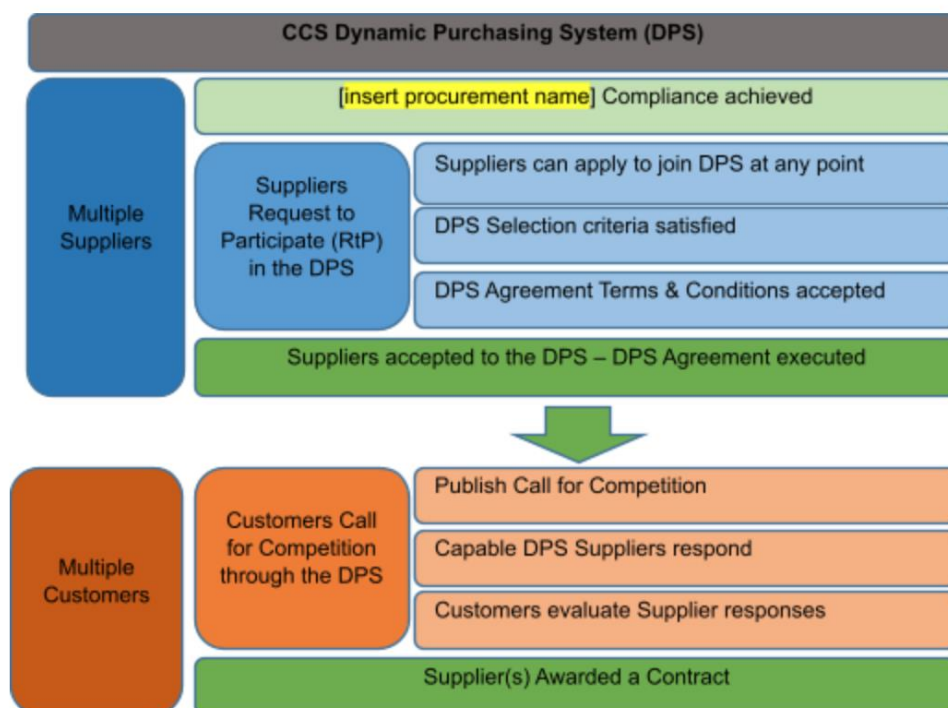
1.2 The Opportunity

- 1.2.1 The RM6219 Learning and Training Services DPS Agreement will provide Public Sector organisations with the opportunity to procure a range of services within the scope of learning and training, including standard off-the-shelf training, bespoke learning, learning technologies and education services.

- 1.2.2 Upon application to join the RM6219 DPS Agreement, bidders are required to indicate which learning categories and services they are able to bid for. It is therefore essential that bidders select the exact filters relevant to their service offering in order to be selected for the award of a contract via the Rapid Award Procedure or to be invited to any competitions via the Standard Award Procedure as detailed in RM6219 DPS Agreement Schedule 5: Call for Competition Procedure.

1.3 What is a Dynamic Purchasing System (DPS)?

A DPS is a public sector sourcing tool for common goods and services under regulation 34 (Dynamic Purchasing Systems) of the PCR 2015. Bidders can apply to join at any point and don't require any special IT equipment as a DPS eliminates unnecessary activity for the bidder, up front:



1.4 How will the services within the DPS for RM6219 – Learning and Training Services DPS be organised?

The RM6219 DPS will be organised into distinct categories so Bidders can indicate all elements relevant to their service offering, and Customers can filter the elements to produce a shortlist of appointed suppliers to invite to a competition:

The two (2) headline filters comprise of:

- Learning Categories
- Service Type

The additional training filters:

- Location (Postcode)
- Data
- Delivery Method
- Delivery Mode

1.4.1 Full details of the two headline filters and the sub-categories can be found at Appendix 1 – L&TS DPS Filter Matrix.

1.5 **Who are the Contracting Authorities of the RM6219 – Learning and Training Services DPS Agreement?**

1.5.1 The RM6219 DPS Agreement will be available to all Public Sector Contracting Authorities as listed in the Find a Tender notice.

1.5.2 The RM6219 DPS Agreement is expected to see growth from both Contracting Authorities who use a current public sector Learning and Training commercial agreement and also new Contracting Authorities who choose to purchase Learning and Training related services via this DPS route.

1.6 **What are the benefits of the RM6219 – Learning and Training Services DPS?**

- **WPS focused** - The DPS is primarily focused on delivering a fit for purpose commercial agreement for the Wider Public Sector, bringing together local authorities and local providers.
- **Simpler, quicker process** – accessible for independent providers, SMEs, colleges, universities and other suppliers seeking opportunities to provide training services to the public sector.
- **Automated, electronic process** – streamlined electronic end-to-end process, minimising time to contract and utilising a Rapid award route for standard off the shelf training.
- **Flexible** - Suppliers can apply to join and update their service offerings at any time.
- **Choice** - increased scope/scale of service offerings and access to public sector business.
- **Ease of Contract** – enables Contract awards via shortlisting through use of filters along with exports of supplier prospectus/pricing schedules to determine either Rapid or Standard Award procedures and enabling Further Competitions to be undertaken.
- **Filtering of supplier offering** - ensures suppliers receive notifications of competitions that are relevant to their service offering.
- **Supports localism and Social Value** - enabling appointed suppliers to bid for business either locally, regionally or nationally.
- **Efficiencies** – reduces Suppliers bidding costs and process cycle time.

What is the estimated value of the RM6219 – Learning and Training Services DPS Agreement?

The estimated value is £300m (excluding VAT) over the lifespan of the DPS agreement This will comprise multiple contracts with multiple suppliers, however there is no guarantee of work or spend under this RM6219 DPS Agreement.

2. Specification (Schedule 2 Part A Goods and/or Services)

2.1 Our priorities

- 2.1.1 Crown Commercial Service (CCS) key priorities are to build and increase capacity of high quality training and related services for all the Public Sector through the creation of a dynamic commercial model which is able to respond to the changing needs of public sector Contracting Authorities and the evolving supply market.
- 2.1.2 The aim is to make it quick and easy for any public sector employer to source and transact with suppliers for learning and training services whilst complying with the Public Procurement Regulations.

2.2. Scope

- 2.2.1 This RM6219 DPS Agreement shall include services that can be supplied by the successful Suppliers over the life of the DPS and within the scope of learning and training related services. The Supplier shall provide products and services as detailed in this DPS Schedule 1 (Specification) of RM6219 DPS Core Terms.
- 2.2.2 Core Requirements: The Supplier shall offer either one or a combination of the following core services routes on a national scale or across multiple and single regional locations:

- Standard Off-The-Shelf Training

Ad hoc training courses and professional qualifications that are only provided by the training provider (no aggregators / sub contractors).

- Bespoke Training

Sourcing of specialist / tailored training courses and small scale ad hoc learning requirements across all subject areas, including the design and delivery of specialist / niche training programmes.

- Learning Technologies

The design, build, supply and development of learning technologies including, but not limited to new Learning Management Systems / Learning Experience Platforms or the integration of existing Learning Systems / Platforms.

- Education Services

This provision is for public sector funded programmes targeted at the general public (in education, unemployed, or in full time employment) to provide the skills and training needed in their region.

3. Mandatory Service Requirements

The Supplier shall be required to deliver and fulfil all of the mandatory service requirements as listed for the RM6219 – Learning and Training Services DPS Agreement.

Statutory Requirements

3.1 Learning and Training Service Delivery

- 3.1.1 The Supplier shall provide the Contracting Authorities with a named Account Manager if required, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authorities contract.
- 3.1.2 The Supplier shall work in partnership with Contracting Authorities to ensure that robust, consistent and appropriate management, training, and administrative processes are in place to support the delivery of required learning and training services across the Contracting Authorities's organisation.
- 3.1.3 The Supplier shall lead on all aspects of training administration including, where applicable, venue booking for off-site training and production of learning materials.
- 3.1.4 The Supplier shall ensure that any facilities including rooms, training centres etc. are appropriate for the training being delivered and are suitable for the learner(s) in terms of hygiene.
- 3.1.5 The Supplier shall develop and deliver high quality training throughout the duration of the training programme. This will include, and shall not be limited to all elements defined in the Contracting Authorities specification.
- 3.1.6 The Supplier shall ensure that the training programme content is relevant, technically accurate, engaging and up-to-date and is regularly refreshed to provide the best quality training for public sector employees.
- 3.1.7 The Supplier shall ensure that coaches, programme tutors and trainers demonstrate a high level of competence, relevant experience of the training programme requirements and that their training subject area knowledge is kept up-to-date.
- 3.1.8 The Supplier shall have adequate contingency plans in place should there be an issue with a coach, programme tutor, trainer and or a delivery location etc. If a coach, programme tutor or trainer is taken ill then the appropriate cover or arrangements should be made by the Supplier.
- 3.1.9 The Supplier shall have in place an effective quality assurance process, which includes monitoring and reviewing coach, programme tutor and trainer performance.
- 3.1.10 The Supplier shall ensure that adequate and appropriate resources are available at all times to ensure that Service Levels for Contracting Authorities are not compromised, particularly during times of peak demand.
- 3.1.11 The Supplier shall provide a range of formal and informal feedback mechanisms to evaluate both the Contracting Authorities and learner satisfaction levels, so as to measure the success of the programme and the experiences of the learners.
- 3.1.12 The Supplier shall use the Contracting Authorities and learner feedback to reflect back on future programmes to enable continuous improvement in the learner programme.
- 3.1.13 The Supplier shall have in place a clear process and schedule for the payment of

each element of the training service.

3.2 Digital Delivery

- 3.2.1 The Supplier shall deliver a flexible and proportionate model of digital support to learners to develop and improve their skills and abilities to enable them to meet the standards expected within the terms of the Contracting Authorities's specification.
- 3.2.2 The Supplier shall ensure that any training is compatible with IT standards of Government departments as specified in the Government Digital Service Standard 10 (or any successor standard).
- 3.2.3 The Supplier shall ensure that their Learning Management System (LMS) can be modified to meet the specific Information Technology (IT) requirements of individual Contracting Authorities.
- 3.2.4 CCS recognises that it needs to ensure that its ICT products and services can be used by everyone (who is designated as an authorised user), from a population of the widest range of characteristics and capabilities. In order to achieve this the European Standard 'EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe' (which includes extending the Web Content Accessibility Guidelines 2.0, success criterion AA (WCAG v2 AA) to non-web systems) has been adopted by CCS as the minimum accessibility standard.
- 3.2.5 The Supplier shall not be required to achieve the EN 301 549 standard, however the LMS system must have functionality to meet key accessibility elements of the standard. This may need to be achieved through the use of hardware and/or software being added or connected to a system that increases accessibility for an individual.

3.3 Sustainability

- 3.3.1 Without prejudice to the Supplier's obligations under Joint Schedule 5, the Supplier shall, where requested by Buyers, work with them to identify opportunities to introduce innovation, reduce cost and waste and ensure sustainable development is at the heart of their operations.
- 3.3.2 The Supplier shall ensure that they consider the relevance of sustainability at all lifecycle stages of the Deliverables provided under this DPS Contract including minimisation of negative impacts and the maximisation of positive impacts on society and the environment.
- 3.3.3 The Supplier shall, where applicable, ensure that in providing the Deliverables it does so in such a manner as to minimise any negative impact on the environment which includes but is not limited to, the following delivery methods:
 - Online
 - Virtual instructor led
 - Face to Face
 - Hybrid / Blended

3.4 Data Security

- 3.4.1 The Supplier shall hold as a minimum a valid Cyber Essentials Basic certificate

throughout the lifetime of the DPS.

- 3.4.2 The Supplier shall be required to have its own security operating procedures that shall be made available, on request, to the CCS and/or Contracting Authorities to provide assurance of data security.
- 3.4.3 The Supplier shall ensure that Contracting Authorities' information and data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the DPS Agreement for any individual contracts awarded.
- 3.4.4 The Supplier shall ensure that all Supplier Personnel involved in the performance of any individual contracts awarded under this DPS Agreement shall comply with all Contracting Authorities' data security and confidentiality requirements.
- 3.4.5 The Supplier shall ensure appropriate security standards, controls and measures are in place such as access to premises.
- 3.4.6 The Supplier shall provide secure premises for all individual Contracts awarded under the DPS Agreement which meet the Contracting Authorities individual security protocols.
- 3.4.7 The Supplier shall comply with the specific Contracting Authorities personnel and physical security requirements, where a Supplier delivers all or part of the Service from a Contracting Authorities site.
- 3.4.8 The Supplier shall ensure that any suspected or actual security breaches are reported to the Contracting Authorities' representative immediately.
- 3.4.9 The Supplier shall provide details of their personnel security procedures and upon request by Contracting Authorities, details of all personnel that they intend to use in the delivery of the Goods and Services.
- 3.4.10 The Supplier shall ensure that Contracting Authorities information and data is secured in a manner that complies with the Government Security Classification Policy rating.
- 3.4.11 The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and data is transmitted across all applicable networks and/or in line with the Contracting Authorities' requirements.
- 3.4.12 For further information, the Government Security Classification 2014 may be accessed here:

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

3.5 Security Vetting and Clearance

- 3.5.1 The Supplier shall ensure that all Supplier Personnel security vetting procedures, under the DPS Agreement and individual Contracts entered into under it by Contracting Authorities and Suppliers, are conducted in line with the Cabinet Office Security Policy Framework (SPF). Full details of the Cabinet Office SPF can be viewed via the link below:

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

- 3.5.2 The Supplier shall have in place security vetting and clearance which meets the differing requirements of Contracting Authorities, and shall ensure compliance with

the standards set out in the following link:

<https://www.gov.uk/government/publications/hmg-personnel-security-controls>

- 3.5.3 The Supplier shall, where applicable, provide details of its Supplier Personnel security procedures to Contracting Authorities and contact details of all Supplier Personnel who will be involved in the delivery of the Services, when requested by Contracting Authorities.
- 3.5.4 The Supplier shall ensure that all employees and key representatives of the Supplier working on DPS Agreement or related Contracts shall comply with the Contracting Authorities security clearance requirements.
- 3.5.5 The Supplier shall be aware that Contracting Authorities may perform audits which may include checking compliance with the security requirements above and/or the additional requirements specified by Contracting Authorities.

3.6 Confidentiality Agreement

- 3.6.1 The Supplier shall ensure that each of its employees and subcontractors are briefed on organisational security procedures and the provisions of the Official Secrets Act 1911-1989 and the Contracting Authorities may require the Supplier to sign a Confidentiality Agreement that affirms that they understand the provisions of the Official Secrets Act and the consequences of a breach of it. Suppliers' employees and subcontractors must not disclose any privileged information they may come across in the course of their work.
- 3.6.2 The Supplier shall ensure that line managers maintain the standards of security expected and brief employees about the protection of assets and processes under their control. In particular, the Supplier shall identify potential difficulties or conflicts of interests among employees and report any concerns to the Contracting Authorities.

3.7 Contracting Authorities Support Service

- 3.7.1 The Supplier shall be required to provide and maintain a dedicated Contracting Authorities service team which will act as the first point of contact and focal point for all enquiries from Contracting Authorities.
- 3.7.2 The Supplier shall provide a free of charge dedicated helpdesk service that shall comply with the following:
 - Provision of a Contracting Authorities service help desk which shall be open to answer general enquiries and shall operate as a minimum from office hours 08:30am until 17:30pm Monday to Friday throughout the year excluding UK public holidays.
- 3.7.3 The Supplier shall ensure that all Supplier Personnel appointed to the help desk have the relevant skills, experience and knowledge of the services offered under the DPS Agreement and have the capability to manage Contracting Authorities relations in a professional manner.
- 3.7.4 The Supplier shall provide support to all Contracting Authorities queries, which will include but not be limited to providing:
 - Advice and support employers to claim any additional employer incentive payments (compilation, age etc.);

- Advice on their individual requirements;
- Plan the most cost effective delivery model (agree locations of cohorts etc.); and
- Resolve any issues.

3.7.5 The Supplier shall be responsible in ensuring that all enquiries received from Contracting Authorities are dealt with and resolved in accordance with the Service Level Agreement.

3.8 Complaints Handling

3.8.1 The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing and escalating and resolving complaints initiated by Contracting Authorities and their learners.

3.8.2 The supplier shall ensure its complaints procedure complies with the following;

- All complaints shall be logged and acknowledged within twenty four 24 hours of receipt;
- 90% of complaints shall be resolved within 10 working days of receipt and 100% within 20 working days of receipt unless otherwise agreed with the Contracting Authorities;
- All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint.

3.8.3 The Supplier shall ensure that the level and nature of complaints arising and proposed corrective action that are under way or completed will be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of not less than one (1) month if required by the Contracting Authorities.

3.8.4 The Supplier shall analyse and identify any pattern of complaints and bring these to the attention of the Contracting Authorities during supplier performance review meetings.

3.8.5 The Supplier shall provide the Contracting Authorities with a consolidated report at a frequency agreed with the Contracting Authorities, for the duration of the Contract capturing all complaints. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and lessons learnt.

3.9 Supplier Contracting Authorities Management Information and Data Reporting

3.9.1 The Supplier shall have the flexibility to produce for the Contracting Authorities any requested tailored / non-standard MI reports free of charge on a number of different levels

3.9.2 The Supplier shall provide data, reports and information on request from Contracting Authorities on an ad hoc basis to assist with Freedom of Information (FOI) requests, Parliamentary Questions (PQs) or other committee requests.

3.10 Other Data Reporting

3.10.1 The Supplier shall provide CCS, on request, case studies, for the duration of this DPS Agreement, which will evidence benefits and/or added value of this DPS Agreement, subject to the agreement of the relevant Contracting Authorities.

3.10.2 The Supplier shall comply with CCS and/or Contracting Authorities equality and diversity data collection and monitoring requirements. The Supplier will be required to provide such data if applicable and as specified by the Contracting Authorities.

3.10 Social Value

3.10.1 Social Value shall have a minimum relative weighting of 10% of the total score for the Order Award Criteria used in any Order Procedure undertaken using this DPS Contract. This is the expected minimum level for Central Government customers. Wider Public Sector customers may choose to set their own level.

3.10.2 Without prejudice to the Supplier's obligations under Joint Schedule 5 the Supplier shall identify any Social Value options which are appropriate to Buyers as part of any Order Procedure. Any Social Value options selected by Buyers at the point of Order Contract award shall be in accordance with the Government's Social Values which are current at that point in time. Details of Central Government's current key priorities are at:

[Procurement Policy Note 6/20](#)

3.10.3 The Supplier shall complete annual Corporate Social Responsibility (CSR) assessments upon request from Buyers.

For more information on Social Value please see the following link:

[Social Value Act: information and resources](#)

3.11 Our Social Value Priorities

3.11.1 In accordance with procurement policy note 6/20 (see 3.10.2 above) we have identified the key social value themes relevant to this procurement.

3.11.2 We have listed below each of these priorities, along with examples of the measures by which suppliers can contribute to social value in each area.

These are the priorities in this procurement:

Theme	Policy Outcome	Delivery objectives - what good looks like
Tackling economic inequality	Increase supply chain resilience and capacity	Activities that: <ul style="list-style-type: none">• Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.• Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.• Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity. Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.

		<ul style="list-style-type: none"> • Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain. • Influence staff, suppliers, customers and communities through the delivery of the contract to support resilience and capacity in the supply chain.
Equal opportunity	Tackle workforce inequality	<p>Activities that:</p> <ul style="list-style-type: none"> • Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. • Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract. • Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.
Wellbeing	Improve community integration	<p>Activities that:</p> <ul style="list-style-type: none"> • Demonstrate collaboration with users and communities in the codesign and delivery of the contract to support strong integrated communities. • Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities

The buyer can identify specific social value priorities at the point of ordering.

Appendix 1 – RM6219 Learning and Training Services DPS Filter Matrix.

Headline Filters:

Learning Category
Main Value – Level 2
Business Skills
Coaching & Mentoring
Health and Safety
Digital, Data & Technology
Financial Services
Languages
Leadership & Management
Legal & Compliance
LMS Software
LMS Design, Delivery & Content
NHS Clinical
NHS Non-Clinical
NHS CPD
Project & Programme Management
Specialist / Niche
Wellbeing

Service Types	
Main Value – Level 2	Sub-Value – Level 3
Standard Off the Shelf Training	Standard training
	Professional Qualifications
Bespoke Training	Specialist Training
	Coaching
	Learning Consultancy and Advice
	Design and delivery
Learning Technologies	LMS Software
	LMS Design, Delivery & Content
Education Services	Skills for the unemployed
	Skills for the employed
	Skills for people in Education
	Skills for young people
	Skills for low wage
	Specialist Skills
	Pastoral and additional support services
	Community Learning
	Transition support

Training Filters:

Location	
Main Value – Level 2	Sub-Value – Level 3
Postcode	
Radius	5 miles
	10 miles
	15 miles
	20 miles
	25 miles +

Data	
Main Value – Level 2	Sub-Value – Level 3
Storage	UK
	European Union (EU), European Economic Area (EEA)
	Outside of the UK or the European Union (EU),

	European Economic Area (EEA)
Processing	UK
	European Union (EU), European Economic Area (EEA)
	Outside of the UK or the European Union (EU), European Economic Area (EEA)

Delivery Method	
Main Value – Level 2	Sub-Value – Level 3
E-learning	Virtual
Virtual instructor-led	Classroom Workplace
Face to Face	Classroom Workplace
Hybrid / Blended	Classroom Workplace Virtual

Delivery Mode	
Main Value – Level 2	Sub-Value – Level 3
Delegate Mix	Closed (employer organisation only)
	Open (sharing with other public bodies)
	Public (sharing with both public and private organisations)

ANNEX A – Glossary

Acronym	Name	Description
CG	Central Government	As listed in the Find a Tender Contract Notice for RM6219 – Learning and Training Services DPS
CA	Contracting Authority	The Public Body buying goods or services.
CCS	Crown Commercial Service	An executive agency of the UK Government Cabinet Office providing commercial services to the public sector
DPS	Dynamic Purchasing System	An electronic public sector sourcing tool for common goods and services
IT	Information Technology	The use of computers, storage, networking and other physical devices, infrastructure and processes to create, process, store, secure and exchange all forms of electronic data
LMS	Learning Management System	A software application for the administration, documentation, tracking, reporting, automation and delivery of educational courses, training programs, or learning and development programs.
SME	Small-Medium Enterprise	Non-subsidiary, independent firms which employ fewer than 250 employees.
VCSE	Voluntary, Community and Social Enterprise	Charities, social enterprises and voluntary organisations
WPS	Wider Public Service	Organisations that offer a public service (excluding Central Government Bodies) agencies, arms length bodies, local authorities, non departmental public bodies, devolved administrations, charities and not for profit.