

## **DPS Schedule 1 (Specification)**

This Schedule sets out what we and our Buyers want.

The Supplier must only provide the Deliverables for the Filter Categories that they have been appointed to.

For all Filter Categories and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out in Paragraph 1 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during an Order Procedure to reflect its Deliverables Requirements for entering a particular Order Contract.

### **CCS Priorities**

- 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.
- 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.

### **Scope**

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.

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.

## **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**

- **Learning and Training Service Delivery**

- 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.
- 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' organisation.
- The Supplier shall lead on all aspects of training administration including, where applicable, venue booking for off-site training and production of learning materials.
- 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.
- 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.
- 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.
- 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.
- 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.
- The Supplier shall have in place an effective quality assurance process, which includes monitoring and reviewing coach, programme tutor and trainer performance.
- 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.
- 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.
- The Supplier shall use the Contracting Authorities and learner feedback to reflect back on future programmes to enable continuous improvement in the learner programme.
- The Supplier shall have in place a clear process and schedule for the payment of each element of the training service.

- **Digital Delivery**

- 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.
  - 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).
  - 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.
  - 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), whether Contracting Authorities internal staff or external Contracting Authorities 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.
  - The Supplier shall not be required to achieve the EN301 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.
- **Sustainability**
    - 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.
    - 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.
    - The Supplier shall, where applicable, ensure that in providing the Deliverables 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
- **Data Security**
    - 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.
    - 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.

- 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.
- The Supplier shall ensure appropriate security standards, controls and measures are in place such as access to premises.
- The Supplier shall provide secure premises for all individual Contracts awarded under the DPS Agreement which meet the Contracting Authorities individual security protocols.
- 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.
- The Supplier shall ensure that any suspected or actual security breaches are reported to the Contracting Authorities' representative immediately.
- 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.
- The Supplier shall ensure that Contracting Authorities information and data is secured in a manner that complies with the Government Security Classification Policy rating.
- 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.
- For further information, the Government Security Classification May 2018 may be accessed here:

- [Government Security Classifications](#)

- **Security Vetting and Clearance**

- 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:

- [Security policy framework: protecting government assets](#)

- 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:

- [HMG personnel security controls](#)

- 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.
- 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.
- 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.

- **Confidentiality Agreement**

- 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.
- 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.
- **Contracting Authorities Support Service**
  - 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.
  - 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 England and Wales public holidays.
    - The Supplier shall ensure that all Supplier Personnel appointed to the helpdesk 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.
    - 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 most cost effective delivery model (agree locations of cohorts etc.); and
      - Resolve any issues.
    - 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.
- **Complaints Handling**
  - 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.
  - The supplier shall ensure its complaints procedure complies to 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.

- 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.
- 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.
- 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.
- **Supplier Contracting Authorities Management Information and Data Reporting**
  - 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
  - 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.
- **Other Data Reporting**
  - 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.
  - 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 and information if applicable and as specified by the Contracting Authorities.
- **Social Value**
  - Central Government customers must ensure Social Value has 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. Wider Public Sector customers may choose to set their own level.
  - 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](#)

- 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:



<https://www.gov.uk/government/publications/social-value-act-information-and-resources>

## Our social value priorities

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	<p>Activities that:</p> <ul style="list-style-type: none"> <li>• Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.</li> <li>• Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.</li> <li>• 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.</li> <li>• Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.</li> <li>• Influence staff, suppliers, customers and communities through the delivery of the contract to support resilience and capacity in the supply chain.</li> </ul>
Equal opportunity	Tackle workforce inequality	<p>Activities that:</p> <ul style="list-style-type: none"> <li>• Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</li> <li>• 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.</li> <li>• Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.</li> </ul>
Wellbeing	Improve community integration	<p>Activities that:</p> <ul style="list-style-type: none"> <li>• Demonstrate collaboration with users and communities in the co-design and delivery</li> </ul>

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		<p>of the contract to support strong integrated communities.</p> <ul style="list-style-type: none"><li>• Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities.</li></ul>
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The buyer can identify specific social value priorities at the point of ordering.