



Specification

Provision of Articulate 360 Subscription Licences

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1. Introduction

In accordance with the terms and conditions of **Technology Products and Associated Services 2** 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 24/04/24.

This requirement is for the renewal of 29 Subscription licences for 12 months to cover period 25/04/24 to 24/04/25. The requirement also includes the option for DVLA to extend the contract by a further two 12-month periods (1+1+1).

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	13/03/24
Clarification period starts	13/03/24
Clarification period closes (Clarification deadline)	18/03/24 @ 17:00hrs

Deadline for publication of responses to Clarification Questions	20/03/24 @ 17:00hrs
Deadline for submission of Tenders via DfT Sourcing Portal	26/03/24 @ 23:59 hrs
Evaluation Period	27/03/24 – 04/04/24
Notification of contract award decision (issue of standstill letter)	05/04/24
Standstill period for completion/review of Statement of Assurance Questionnaire	06/04/24 – 15/04/24
Issue Award Letter	16/04/24
Execution (signature) of Call-Off Contract	By 18/04/24
Commencement Date of Contract / Provision of Service	25/04/24

DVLA reserves the right to amend the Timetable. Any changes to the Timetable shall be communicated 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. This includes the option for DVLA to extend the contract by a further two periods of 12 months.

5. Implementation and Deliverables

The contract must be in place to commence 25/04/24.

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	25/04/24	24/04/25

The requirement includes the option for DVLA to extend the contract by a further two 12-month periods (1+1+1).

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 for the users of 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

Not applicable.

8. Other Requirements

8.1 Information Assurance and Governance

Where the Supplier processes Government data, including but not limited to, personal data on behalf of the DVLA the following requirements shall apply, unless otherwise specified or agreed in writing.

Assurance and Audit

- **Statement of Assurance**

This contract will require the successful Supplier to process government data on DVLA's behalf. The successful tenderer 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 purpose of the questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data.

As part of this, the Supplier must confirm how DVLA data or information will be securely managed at each stage of the supply chain, including any sub-contractors, sub-processors or any other third parties.

The questionnaire must be completed and returned prior to contract award, and annually thereafter, and will be assessed by our Information Assurance &

Governance team. DVLA will work with the Supplier to address any information aspects requiring improvement.

The SoAQ is included as part of the ITQ (**Appendix D**).

Certification

The Supplier shall ensure they hold relevant certifications in the protection of personal data and/or evidencing the effectiveness of technical and organisational measures they have in place. These certifications must be maintained throughout the entirety of the contract, including any applicable extension periods. Evidence of valid certificates and corresponding documentation shall be provided upon request by the DVLA's representative or an agent acting on DVLA's behalf.

Supplier Devices

- **Removable Media**

The supplier shall not use removable media in the delivery of this contract without the prior written consent of the DVLA.

Governance

- **Organisational Structure**

The Supplier shall have a senior individual responsible for DVLA assets within your custody.

- **Asset Management**

The Supplier shall implement and maintain an asset register that identifies and records the value of sensitive DVLA assets which require protection. This includes both physical and information assets. Risk assessments should be managed to ensure that the security of the asset is proportionate to the risk depending on value and sensitivity.

- **Policies**

The Supplier shall establish, or indicate that they have in place, policies which detail how DVLA assets should be processed, handled, copied, stored, transmitted, destroyed and/or returned. These shall be regularly maintained. The Supplier shall provide evidence of relevant policies upon request.

- **Risk Assessment**

- **Technical**

The Supplier shall perform a technical information risk assessment on the service/s supplied and be able to demonstrate what controls are in place to address any identified risks.

- **Destruction / Deletion of Data or Information**

The Supplier must be able to securely erase or destroy all DVLA-related data or information that it has been stored and processed for the service, upon DVLA request.

- **Incident Management**

The Supplier shall have policies in place which set out how information security incidents, and personal data breaches or data loss events (including breaches to the confidentiality, integrity, availability, and resilience of data) should be managed and who it should be escalated to, including notifying the DVLA immediately, or in any case within 24 hours, of becoming aware of the incident/s and/or breach/es.

This policy shall also include:

- a) individual responsibilities for identifying and reporting security incidents and information security breaches;
- b) a reporting matrix including escalation points.
- c) an up-to-date list of relevant internal and external contact points; and
- d) a timeline detailing at which point the policy should be implemented.

Personal Data

- **Processing Personal Data**

The Supplier as part of the contract agrees to comply with all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018, and the EU GDPR where applicable to the processing.

- **DVLA Written Processing Instructions**

The Supplier shall comply with DVLA's written instructions, as outlined in **Joint Schedule 11 (Processing Data) Annex 1 Processing Personal Data**.

- **International Transfers (Offshoring) of Government Data**

When international transfers or offshoring is described, the focus is typically on the physical location where data is hosted (such as where the data centres are located). However, 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.

The Supplier (and any of its third-party sub-contractors, sub-processors or suppliers) shall not, transfer, store, process, access or view DVLA data outside of the UK without the prior written approval of DVLA, which may be subject to conditions. Any changes to offshoring arrangements must also be approved by DVLA.

Any request to offshore DVLA data must receive formal approval from DVLA prior to the commencement of any data processing activity. This is requested through the completion of DVLA's offshoring questionnaire.

If in the event that the supplier proposes to offshore any DVLA data as part of the contract, they would be required to provide details in the offshoring questionnaire about the processing to be carried out offshore, including:

- a) the privacy risks and the security controls in place to protect the data;

- b) how the offshoring arrangement is legitimised to comply with relevant data protection legislation (e.g. adequacy decision, appropriate safeguards, Standard Contractual Clauses/International Data Transfer Agreements); and
- c) where applicable details of any transfer risk assessment that has been conducted, along with any supplementary measures implemented.

Personnel

- **Security Clearance**

- **Level 1**

- The Supplier is 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.

- **Employment Contracts**

The supplier shall confirm that organisational and individual responsibilities for information security are clearly defined in the terms and conditions of employment contracts, along with relevant non-disclosure agreements, where the individual with have access to any DVLA data, information and /or the DVLA site or systems.

- **Training**

The Supplier shall maintain a mechanism to ensure employees and contractors receive appropriate information security awareness and data protection training upon appointment, and perform regular updates to organisational policies and procedures, as relevant for each job function. Evidence must be provided where reasonably requested by DVLA.

- **Access Rights**

The Supplier shall ensure their staff are provided only the necessary level of access (using the principle of least privilege) to DVLA data or information, to deliver their job function within the contracted service(s).

Upon staff migration, or termination of employment, the supplier shall verify that there is a process in place to ensure assets are returned and rights to assets revoked without undue delay.

Evidence of the above must be provide where reasonably requested by DVLA.

8.2 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>

8.3 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.

8.4 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.

8.5 Business Continuity

The Supplier (including the supply chain) shall have business continuity and disaster recovery plans in place to maintain or quickly resume any services provided to DVLA and shall maintain compliance with relevant legislation.

8.6 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**.

8.7 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).

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** 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 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 = $100k/100k \times 40 = 40\%$
Supplier B = $100k/180k \times 40 = 22.22\%$

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
<p>Framework Core Terms and Schedules</p>	<p>The Crown Commercial Service (CCS) Public Sector Contract and it's 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 deemed non-compliant and their bid will be rejected.</p> <p>Please provide a YES/NO response to this question</p>	
<p>Software: Contract commencement date and access to software</p>	<p>Please confirm access will be given to the licences on the contract start date 25/04/24.</p> <p>Please provide a YES/NO response to this question</p>	
<p>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.</p>	<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%	