Specification

Provision of Articulate 360 Subscription licences, support, and training

Driver and Vehicle Licensing Agency

Contract Reference: PS/21/66

Date: 03/09/21 Version: V1.0

1. Introduction	3
2. Background to the Requirement	3
3. Procurement Timetable	3
4. Scope	4
5. Implementation and Deliverables	4
6. Specifying Goods and / or Services	5
7. Quality Assurance Requirements	7
8. Other Requirements	8
9. Management and Contract Administration	12
10. Training / Skills / Knowledge Transfer	12
11. Documentation	13
12. Arrangement for End of Contract	13
13. Evaluation Criteria	13
14. Points of Contact	15
15. Annexes: Annex 1 - Evaluation Criteria:	16

1. Introduction

In accordance with the terms and conditions of *Technology Products and Associated* Services Framework RM6068 the Department for Transport (DfT) invites proposals for the provision of Articulate 360 subscription licences, support, and training.

2. Background to the Requirement

The Driver and Vehicle Licensing Agency (DVLA) [The Authority] is an Executive Agency of DfT, based in Swansea. The Agency'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).

In support of the move to a remote way of working and the introduction of Success Factors for Learning (SFL) our internal learning management system (LMS) there is a requirement to have the capability to design our own content for use within SFL. We want to effectively improve the quality of internally designed training materials for the Agency and serve to aid business recovery.

The Authority has a requirement for Articulate 360 teams, as a SaaS service for authoring training courses, to support a blended approach in the delivery of training materials. Once training packages have been authored in this service, they will be uploaded into the SFL. DVLA will adopt the SaaS service used by DfT, to ensure we have a joined-up approach to e-learning tools.

The new Success Factors for Learning platform will provide us with the capability to load our own content (developed in this service) and assign learning. It will allow us to interface with other systems and provide detailed learner analytics. These systems require learning content, so the authoring capability is essential.

Articulate 360 teams will enable content to comply with Government Web Content Accessibility Guidelines (WCAG) creating an inclusive and flexible learning approach for local learning options to DVLA. It will also output in the required Shareable Content Object Reference Model (SCORM) based Learning (e-Learning). Once the full e-Learning design is completed, the product is uploaded into the LMS and advertised to the intended target audience. This will also support the Agency's goal of implementing a sustainable digital learning strategy as training content delivery will be much more scalable than traditional instructor-led training.

Evaluation of the learning and the impact of the learning tool will be possible through the reporting mechanisms with SFL. This will allow us to measure the impact of the learning, and the impact of the tool being purchased.

The contract will be for a period of 12 months

3. Procurement Timetable

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

Potential tenderers will be informed if changes to this timetable are necessary.

Description	Date	
Publication of Requirement via eSourcing Suite	07/09/21	
Clarification period starts	07/09/21	
Clarification period closes (Clarification deadline)	10/09/21 @23:59hrs	
Deadline for publication of responses to Clarification Questions	14/09/21 @ 17:00hrs	
Deadline for submission of Tenders via	17/09/21 @ 23:59hrs	
eSourcing Suite		
Evaluation Period	20/09/21 – 23/09/21	
Issue of "Intention to award/standstill" letter	24/09/21	
Standstill period	25/09/21 – 04/10/21	
Issue Award Letter	05/10/21	
Execution (signature) of Call-Off Contract	06/10/21	
Commencement Date of Contract / Provision of	By 20/10/21	
Service		

4. Scope

The scope of the requirement extends to the provision of Articulate 360 teams subscription licences, support and training as detailed in section 5 and 6.

The proposed solution will help support the business in a more interactive and collaborative manner, allowing greater opportunity for timely capability development in all areas of the business and at distance. This digital authoring tool will increase our content design capability and allow the business to use SFL to its full potential. This will also provide the opportunity for tailored, bespoke training modules to be provided on a real-time basis in response to the changing/strategic needs of the business, and better support the business current and on-going recruitment and multiskilling exercises. It will support the needs of a dispersed workforce and reduce the need for face to face delivery, whilst maintaining learning opportunities and adapting to new ways of working, ensuring a more sustainable model.

Following the one-year period a review of agency requirements will be carried out to identify whether there is a further requirement for licences and training to support the ongoing digital learning strategy and continuous development of licence holders.

5. Implementation and Deliverables

Authoring tools:

The Agency will require access to the range of authoring applications and its additional features/collaborative tools i.e. shared templates, as part of the Articulate 360 team's suite/subscription package.

Our HR - Organisation Talent and Learning team will require the functionality to administer licences centrally, with flexibility to assign and transfer seats with team changes. There must be no limitations on the number of times a licence can be transferred within the organisation.

DVLA will own all content designed and authored through the e-learning software. Content designed through the tools, particularly Rise360 will require unlimited data storage for the web-based platform, and no restrictions on the number of courses that can be authored or distributed.

Content authored by a user should be retained for a maximum of 1 months such as Rise & review 360 authored products, after the end of the contract. If and when licences are transferred to another user, content authored should also be transferred to another seat and retained though the central administrative function.

The data retention is broken down into areas: web app and desktop app. DVLA will own all data and can export it at any time from the platform. Therefore, would remain in ownership of all data upon the end of the subscription.

Training

Access is required to the Articulate 360 e-learning community and the comprehensive range of free resources.

The supplier must be able to deliver/provide Articulate 360 Storyline and Instructional Design training in a consistent manner for the users outlined in section 6. The contract needs to encompass training through a virtual method and a technically compatible platform/web browser. Our preferred method is MS Teams, Zoom is possible through a web browser only. Detail will need to be provided on the training platform/hosting site to meet DVLA's cyber security approvals. All staff that attend need to be fully versed and capable of using all required functionality.

- Articulate360/storyline training: Individuals attending will learn to build engaging content and complete modules through the Articulate360 suite. They will also understand which tool to use and how to apply them effectively.
- Instructional design: The individual will enhance/refine on their current skill set within this professional field and takeaway practical advice. Leveraging the learning methodologies currently recommended and evidenced as current best practice.

6. Specifying Goods and / or Services

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

Description	Quantity/Users/Seats
Articulate 360 Teams (Annual subscription)	31
including support	
Articulate Storyline & Articulate 360 training	5
Instructional design training	1

The contract will be for a period of 12 months

Purchase of Articulate 360 teams (suite of authoring tools) will give us the capability to design our own Web Based Digital Learning products in short time frames, affording us the opportunity to deliver critical knowledge to all areas of the business in quick time. This learning would then be available for update and re-authoring strictly in accordance with the originator and with the minimum of delay.

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. 31 individuals will need to access Articulate 360 to design learning content, with the capability for central administration from our corporate L&D team – HR Organisation Talent and Learning, as detailed in section 5.

The supplier must be able to provide the most recent version(s) of the suite of authoring tools. The current version is Articulate Global 360 1.49". The supplier must also continue to provide access to updates of the software and features within the lifecycle of the contract.

Training

As outlined in section 5 and 10.

Technical/Product 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 Articulate 360:

- 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.

The provider must confirm their ability to provide support detailed above for the duration of the contract. They must also provide details of the support, points of contact, escalation procedures and SLA's that will apply to this agreement. If any of these are to be subcontracted to a third party, bidders must provide full details.

7. Quality Assurance Requirements

N/A

8. Other Requirements

The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

- The successful supplier will be required to complete an offshoring assessment during the standstill period. EU approved Standard Contractual Clauses would be required particularly for the web-based SaaS.
- We also reserve the right to request the completion of a Statement of Assurance Questionnaire (SoAQ).

.8.1 Information Assurance

Removable Media

Tenderers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Contractor's 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 2

Tenderers are required to confirm in their response that any Contractor's Staff that will be accessing the DVLA Site to provide routine maintenance or have access to the DVLA site and DVLA systems have Baseline Personnel Security Standard clearance (BPSS). The BPSS comprises verification of the following four main elements:

- 1. Identity;
- 2. Employment History (past 3 years);
- 3. Nationality and Immigration Status;
- 4. Criminal Record Check (unspent convictions only).

The aim of the Baseline Standard verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff. Tenderers are required to provide evidence of relevant Contractor's Staff clearance in their response.

Information Supply Chain

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

Processing of Government Data

This contract will require the successful tenderer to process Government data on DVLA's behalf. We reserve the right to request the completion of a Statement of Assurance Questionnaire (SoAQ) during the standstill period and 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 this Invitation to Tender (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.

Tenders are required to confirm their understanding and acceptance of the 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 tenderer 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.

Processing Personal Data

Please note that the successful tenderer 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.

Schedule of Processing, Personal Data and Data

The processing of personal data has been identified as part of this requirement. Please refer to the Terms and Conditions of this contract for full details of the instructions to be followed when processing data (Joint Schedule 11 – Processing Data).

Offshoring of Government Data

The successful supplier will be required to complete an offshoring questionnaire during the standstill period (**Appendix E**).

EU approved Standard Contractual Clauses will be required, particularly for the webbased SaaS.

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.

Tenderers must indicate in their response whether any DVLA data supplied as part of the contract, would be offshored. If so, tenderers 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 tenderer 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 tenderer 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 tenderers 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 or Cyber Essentials Plus certification; or
- Your organisation will be able to secure Cyber Essentials or Cyber Essentials
 Plus 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:
 - o Boundary firewalls and internet gateways
 - Secure configuration
 - Access control
 - Malware protection
 - Patch management

The successful tenderer will be required to provide evidence of Cyber Essentials or Cyber Essentials Plus 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 tenderer will be required to secure and provide evidence of Cyber Essentials or Cyber Essentials Plus 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 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

8.4 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 from the Commercial Advisor. (See Section 14 for Points of Contact):

8.5 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.

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

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

9. Management and Contract Administration

Invoicing Procedures

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

Sub-contracting to Small and Medium Enterprises (SMEs):

DfT is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk website for further information).

If you tell us you are likely to sub-contract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice.

10. Training / Skills / Knowledge Transfer

The supplier must be able to deliver/provide Articulate 360, Storyline and Instructional design training in a consistent manner for the users outlined above.

Description	Quantity
Articulate Storyline & Articulate 360 training	5 individuals
Instructional design training	1 individual

The contract needs to encompass training through a virtual method and a technically compatible platform/web browser. Our preferred method is MS Teams, Zoom is possible

through a web browser only. Detail will need to be provided on the training platform/hosting site to meet DVLA's cyber security approvals.

- Articulate360/storyline training: Individuals attending will learn to build engaging content and complete modules through the Articulate360 suite. They will also understand which tool to use and how to apply them effectively.
- Instructional design: The individual will enhance/refine on their current skill set within this professional field and takeaway practical advice. Leveraging the learning methodologies currently recommended and evidenced as current best practice.

It is a mandatory requirement that the training required within the tender specification is delivered within 4 weeks of contract award.

It is a condition of contract that the successful supplier must offer the full training required on or before this date.

Please confirm that you are able to provide the required training no later than 4 weeks following contract award.

Furthermore, the successful supplier must identify as part of their bid whether it intends on sub-contracting this element of the contract. If this is the intention of the successful supplier, the Authority requires a full disclosure of all parties involved in the supply chain to include all supplier(s) you/we will be communicating with.

11. Documentation

Price Schedule Appendix A

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

12. Arrangement for End of Contract

The successful supplier shall fully cooperate with the Authority to ensure a fair and transparent re-tendering process for this contract. This may require the successful 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. Evaluation Criteria

Selection will be based on the Evaluation Criteria, encompassing the most economically advantageous tender, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

Your tender will be evaluated using the following weightings **and** the criteria weightings set out at Annex 1, to obtain the optimal balance of quality and cost.

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 tender 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 tendered price will be awarded the maximum score available. Each subsequent bid will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

(Lowest Tendered Price	
•	X Maximum Score Available (i.e. Weighting)
Tender Price Submitted per Supplier)	

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%

Calculation of Overall Score:

The tender with the highest overall score will be deemed as successful.

14. Points of Contact

Commercial Advisor	Name	REDACTED
	Tel	REDACTED
	e-mail	REDACTED
	Address	The Driver and Vehicle Licensing Agency (DVLA)
		Longview Road
		Swansea
		SA6 7JL
Project Lead/Business Area Contact	Name	REDACTED
	e-mail	REDACTED

All queries/questions should be sent to the Commercial Advisor

15. Annexes:

Annex 1 – Evaluation Criteria:

Mandatory Criteria

Mandatory Criteria	Mandatory Criteria Description	Pass/Fail
	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) attached.	
Framework Core Terms and Schedules	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.	
	Bidders who are unable to contract on the terms as drafted will deemed non-compliant and their bid will be rejected.	
Supplier must be able to provide the full suite of Articulate 360 authoring tools, under the team's package. The software must be the most current version and available for immediate installation/registration.	Immediate access is required to the licences once the contract is awarded. The successful supplier will be required to provide details immediately after contract award as to how access to the licences will be granted.	
	Please confirm that the most current software, V 1.49 as per the recent 2021 updates will be provided. Please also confirm that continuous updates of new features/system requirements will be provided as soon as they become available.	
It is a mandatory requirement that the training required within the tender specification is delivered within 4 weeks of contract award	Please confirm whether you intend on sub-contracting any element of the contract. If this is the intention of the successful supplier, the Authority requires a full disclosure of all parties involved in the supply chain and to include all supplier(s) you/we will be communicating with during the standstill period.	
	It is a condition of the contract that the successful supplier must offer the full training within 4 weeks of contract award. Please confirm that you are able to provide the required training no later than 4 weeks following contract award.	
The Authority requires bidders to confirm that they will meet all criteria listed under Technical/Product within Section 6.	Please confirm that if successful you will provide details of the support, points of contact, escalation procedures and SLAs that will apply to this contract during the standstill period. If any of these are subcontracted to a third party, bidders must provide full details during the standstill period.	

Financial/Pricing Criteria

Primary Financial/Pricing Criteria	Financial/Pricing Weighting (%)	Description
Pricing Requirements	100%	Lowest priced bid receives full score
	Total = 100%	