

## ATTACHMENT 4a SPECIFICATION

### FRAMEWORK AGREEMENT SCHEDULE 2: GOODS AND SERVICES AND KEY PERFORMANCE INDICATORS

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## 1. INTRODUCTION

- 1.1. Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for a tailored and flexible Managed Learning Service (MLS) provision, comprising of a learning portal and catalogue of courses, the sourcing, the delivery, the administration and the contract management of learning and development.
- 1.2. The aim is to appoint a single Supplier (or a Group of Economic Operators with a lead contact), to provide a MLS across UK public sector authorities delivering a full range of learning and development services, as either a fully end to end MLS or discrete elements of an end to end managed service.
- 1.3. This will deliver maximum overall benefits in terms of the efficiencies and economies of scale. The Supplier shall work in partnership with Contracting Authorities to deliver a range of learning and development services required across Central Government Departments and UK public sector Authorities.
- 1.4. For UK Central Government Departments, Arm's Length Authority(s) (ALAs), and Non-Ministerial Departments & Executive Agencies, this Framework Agreement will be the preferred route to procure managed learning services.
- 1.5. To purchase the Goods and Services each Contracting Authority will refine its requirements through a Call Off Contract that will be signed by the Supplier and Contracting Authority. Individual Contracting Authority's precise requirements will vary and the Contracting Authority has made (or will make) the decision as to which services they wish to procure.
- 1.6. The Framework is structured to offer Contracting Authorities flexibility and choice. It will be a matter of judgment for the Contracting Authority to decide which particular service(s) are most appropriate to meet their specific requirements and best deliver their business needs.
- 1.7. This Framework will be managed centrally by CCS in its capacity as the Authority.
- 1.8. The duration of this Framework Agreement is 36 months, with the option for the Authority to extend for a further 12 months if they wish to do so.
- 1.9. The Authority placed a Prior Information Notice 2016/S 246-450382, which was published on 21/12/16 (the PIN notice) in the Official Journal of the European Union (OJEU).
- 1.10. This procurement has been advertised by publishing a Contract Notice in the OJEU, under the Light Touch Regime (LTR) in accordance with 74 to 76 the Public Contracts Regulations 2015 (the "Regulations") and conducted in the style of an open procedure.
- 1.11. Crown Commercial Service (CCS) as the Authority does not warrant that each Central Government Body will always use the Framework Agreement to purchase the services or enter into a Call Off Contract.
- 1.12. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Framework Agreement shall not restrict Contracting Authorities from acquiring similar, equal or like goods and/or services from other entities or sources.
- 1.13. No guarantee is given by the Authority in respect of the levels or aggregate value of the Services, which Contracting Authorities shall require the Supplier to provide during the Framework Agreement Period. Any levels or aggregate values of Services referred to in the Schedules are indicative only and shall not be binding on the Authority.

- 1.14. The purpose of this Framework Agreement Schedule 2 Part A Goods and Services is to provide a description of the Goods and Services that the Supplier shall be required to deliver to Contracting Authorities under this Framework Agreement.

## **2. CONTRACTING AUTHORITIES**

- 2.1. The Framework Agreement will be available for use by UK public sector bodies described in the OJEU Contract Notice (and any future successors to these organisations), which include Central Government Departments and their Arm's Length Bodies and Agencies, Non Departmental Public Bodies, NHS Bodies and Local Authorities.
- 2.2. Details of Contracting Authorities who may wish to source their learning and development requirements using this Framework Agreement, and the potential dates when they expect to establish their Call Off Contracts can be found in Annex A: Transition List and Annex B: Current Public Sector Customers.
- 2.3. Organisations that are funded by public money are at the front-line of public service delivery and under scrutiny to ensure they provide value for money and support the delivery of excellent public service. To do this it is important they have access to the right quality learning and development solutions that align to their strategic goals and core purpose.
- 2.4. This Framework Agreement has been established to support public sector organisations in achieving their goals by delivering a service that is set-up to source the best quality learning on the market in a cost effective, sustainable way.
- 2.5. The Authority has consulted widely across Government through Civil Service Learning, (CSL) NHS England (NHSE) and the Ministry of Defence (MOD), in the development of this Framework Agreement, which is designed to fulfil the learning and development requirements of a diverse range of public sector bodies through the provision of a flexible and broad scope of services.

## **3. THE CIVIL SERVICE**

- 3.1. The Civil Service is large and diverse organisation, made up of around 416,000 people spread across the UK and overseas. It helps the government of the day to develop and implement its policies as effectively as possible and provides government services directly to the public.
- 3.2. Around 1 in 4 works part time, under 20% work in London and around 40% of civil servants work in an administrative grade.
- 3.3. Details of the departments, agencies and public bodies that make up the Civil Service can be found at:  
<https://www.gov.uk/government/organisations>
- 3.4. Details of the functional model of government including the cross-government functions providing professional services and support to departments can be found at:  
<https://www.gov.uk/government/organisations/civil-service/about>
- 3.5. CSL provides learning and development for all civil servants. Their curriculum covers the core skills that civil servants need to provide excellent public services.
- 3.6. If the department learning and development requirement is not available on the CSL curriculum then as part of the Cabinet Office Controls, the CSL Triage process provides a procurement route for high quality, bespoke learning needs so as to ensure the best value is obtained.

- 3.7. As part of this process departments complete a form that captures their learning and development requirements and estimated spend and CSL approves the contracting route available to them. Therefore, whether a Department is using their own call-off from this Framework Agreement or going through CSL, this process must be followed.
- 3.8. More information can be accessed by downloading '[Annex 10.1 Guidance on providing learning and development services](#)' and '[Annex 10.2 Civil Service Learning Triage Application](#)', at:  
<https://www.gov.uk/government/publications/cabinet-office-controls>
- 3.9. CSL, as a Contracting Authority, intends to establish a centralised Call Off contract under this Framework Agreement, which can also be accessed by civil service departments, functions and professions.
- 3.10. It is envisaged that in the initial 12 months of commencement the CSL Call Off contract shall be the main route for the departments, functions and professions learning requirements that fall within the scope of this Framework Agreement.
- 3.11. However, some large departments with high volume may find it more efficient to call-off themselves where they have large numbers of delegates through large programmes, or where they have a wide range of niche requirements and a more direct relationship would benefit them.
- 3.12. Therefore the Framework Agreement provides the flexibility for Call Off contracts to be put in place by CSL as the Contracting Authority on behalf of departments, functions and professions or directly by departments, functions and professions themselves as the Contracting Authority.

#### **4. BACKGROUND TO THE REQUIREMENT**

- 4.1. The Civil Service Learning Framework Agreement for the provision of Learning and Development (RM1568) expired in February 2016. In November 2015, CCS, acting as the procurement agent for CSL, awarded two contracts between CSL and providers to replace the Senior Civil Service learning and core curriculum elements of the expired Framework Agreement.
- 4.2. CSL continues to receive the remainder of services through an existing call-off contract and the intention is to establish a replacement Framework Agreement to provide continuity of supply of the remaining services to Contracting Authorities.
- 4.3. The aim of the procurement exercise is to secure a Framework Agreement for contract provision of learning and development solutions outside of the core curriculum for Civil Service departments (including Executive Agencies) and the provision of a more flexible and broader scope of services for wider public sector organisations.
- 4.4. The strategic objectives from this procurement are to source a Managed Service Provider that will work in effective partnership with participating organisations by providing access to a range of high quality core and bespoke learning and development services and solutions that will enable Contracting Authorities to develop a skilled and qualified workforce to meet its needs now and in the future whilst establishing alignment with business priorities.

#### **5. THE REQUIRED SERVICES**

- 5.1. The successful Supplier will provide a national tailored managed learning service, which offers a multi-tiered modular outsourced service that covers the complete learning lifecycle, provides flexibility and is scalable to meet any Contracting Authority's needs.

There will be a requirement for some services overseas, and the successful Supplier will therefore ensure they are able to meet the requirement where applicable.

- 5.2. The solution will range from enabling the full managed service of the entire learning and development function, just a single element of it (i.e. administration and support function), or a bespoke solution tailored to complement the Contracting Authority’s in-house resources.
- 5.3. The multi-tiered model includes the following services:
  - 5.3.1. Tier 1 - Learning Portal and Catalogue – a free to access secure web based public learning portal, hosting a catalogue of courses in a broad range of subject areas, which can be used either off the shelf or customised to meet specific needs.
  - 5.3.2. Tier 2 - Sourcing Services – source learning requirements that provides best value for money across all subject areas, and learning platforms, from traditional to leading-edge.
  - 5.3.3. Tier 3 - Administration and Support Services – deliver customer focused, end-to-end, scalable administration and learner support solutions that are designed to ensure the highest quality user experience whilst streamlining processes and reducing costs.
  - 5.3.4. Tier 4 - Contract Management Services - act as the single point of contact for the ongoing relationship and performance management of third party learning and development suppliers, assigned by the supplier to the Contracting Authority’s projects from initiation to close.
- 5.4. In addition to the core services above and for those Contracting Authorities requiring a more advanced service offering in order to meet their specific requirements, there are the following additional services:
  - 5.4.1. Learning Consultancy – Expert guidance and advice for the development and design of any aspect of the Learning Development strategy (this could cover organization learning strategy and or course / programme strategy) including apprenticeships. This may include any aspect of the Learning and Development life cycle from needs analysis, planning and designing learning products, drafting specification of requirements, learning delivery, evaluating learning outcomes to measuring return on investment.
  - 5.4.2. Project Management - The management and delivery of programs and projects designed to enhance the effectiveness of the Contracting Authority’s Learning and Development strategy.
  - 5.4.3. LMS Systems Development - The design, build and development of a new or the integration of an existing Learning Management Platform and the development and delivery of online learning content.
- 5.5. The range of services will allow Contracting Authorities to benefit from a complete end-to-end, one stop shop service. Alternatively, Contracting Authorities may purchase one or more of the service packages offered to allow flexibility.
- 5.6. The following defines in further detail the service packages that the Supplier will provide:

Description of the Services
<b>1. Tier 1: Learning portal and catalogue of courses</b>

The Supplier shall provide a free to access secure web based public learning portal, hosting a catalogue of courses in a broad range of subject areas, which are regularly refreshed, can be used either off the shelf or customised and either sourced in-house or via subcontracting arrangements.

The services will include but shall not be limited to;

- Accredited professional qualifications
- Professional and off the shelf courses
- Open, closed and public courses
- Online courses (including eLearning and interactive peer learning and facilitated online sessions)
- Access to learning resources e.g. webinars, online lectures, learning apps, Moocs, hacks

In addition to providing access to a catalogue of courses, the Supplier shall provide on-going support and maintenance of the learning portal and catalogue of courses throughout the duration of the Call Off Contract.

Full specific requirements pertinent to the learning portal and catalogue of courses are outlined in Appendix 1.

## **2. Tier 2: Sourcing Services**

The Supplier shall provide access to a dynamic pool of best in class suppliers and trainers from its own internal resource pool and through subcontracting arrangements and matching to Contracting Authorities exact requirements.

The services will include but shall not be limited to;

- Engaging with the market to create a dynamic and agile supply chain through subcontracting arrangements
- Supply chain vetting and selection (financial, capability, stability, quality assurance etc.)
- Managing the gateway spend approvals process
- Reviewing the requirements specification to ensure fitness for purpose
- Running the external procurement process
- Defining external procurement award criteria
- External tender evaluation and recommendation (with customer input if required)
- Providing feedback to participating bidders of an external tender exercise
- Formalising contract award with subcontractors
- Finalising Contract Terms and Conditions
- Performance monitoring
- Benchmarking
- Management of payment to subcontractors
- Consolidated customer invoice
- Management information on spend

N.B. The Supplier shall provide the contract management function of its own internal resource as an integral part of this service.

Full specific requirements pertinent to the Sourcing services are outlined in Appendix 2.

## **3. Tier 3: Administration and Support Services**

The Supplier shall deliver customer focused, end-to-end, scalable administration and learner support solutions that are designed to ensure the highest quality user experience whilst streamlining processes and reducing costs.

The services will include but shall not be limited to;

- Online booking and registration process
- Planning and schedule management
- Management of waiting lists, confirmations, joining instructions, transfers, cancellations and amendments
- Delegate management, pre-course administration and communications
- Logistical planning and coordination of trainers and learners
- Location sourcing
- Inventory management, course materials printing and distribution
- Catalogue course management
- Evaluation and quality assurance of all aspects of a course or product
- Invoice payments and consolidated invoicing
- Learning administration service desk, dedicated telephone and online assistance helpdesk, which also provides learning advisory service
- Apprenticeship administration and support services
- Management Information

Full specific requirements pertinent to the Administration and Support Services are outlined in Appendix 3.

#### **4. Tier 4: Contract Management Services**

The Supplier shall act as the single point of contact with responsibility for the ongoing relationship and performance management of third party learning and development suppliers assigned to the Contracting Authority's project from initiation to close.

The services will include but shall not be limited to;

- Regular performance reviews based on KPI's and SLA's
- Management of supplier performance issues and conflict resolution
- Alignment of suppliers to customers organisational values, procedures and adherence to policies and standards
- Negotiations throughout the contract management phase
- Management of supplier exit/renewal
- Assessment/verification of course content/trainer delivery
- Standardisation of training evaluation criteria/methodology
- Benchmarking, of performance, quality and price
- Annual internal supplier awareness sessions
- Performance management information

Full specific requirements pertinent to the Contract Management services are outlined in Appendix 4.

#### **5. Additional Services**

The Supplier shall provide additional services over and above the core service offering, for Contracting Authorities requiring a more advanced service offering in order to meet their specific business requirements.

The services will include but shall not be limited to;

- Learning Consultancy - Expert guidance and advice for the development and design of any aspect of the Learning Development strategy (this could cover

organization learning strategy and or course / programme strategy) including apprenticeships. This may include any aspect of the Learning and Development life cycle from needs analysis, planning and designing learning products, drafting specification of requirements, learning delivery, evaluating learning outcomes to measuring return on investment.

- Project Management - The management and delivery of programs and projects designed to enhance the effectiveness of the Contracting Authority's Learning and Development.
- LMS Systems Development - The design, build and development of a new or the integration of an existing Learning Management Platform and the development and delivery of online learning content.

Full specific requirements pertinent to the Additional Services are outlined in Appendix 5.

- 5.7. The Supplier shall have the flexibility and scalability to be able to work with all Contracting Authorities, even during periods of peak demand and regardless of a Contracting Authority's size and contract value, to deliver requirements through both in-house capability and supply chains whilst maintaining a high level of service delivery.
- 5.8. The scope shall also allow for future-proofing in allowing the flexibility to add additional managed learning services as Contracting Authorities may require. Contracting Authorities reserve the right to add or remove services throughout the term of the Call Off Contract.
- 5.9. Annex B: Current Public Sector Customers, is provided for information purposes only and may assist the Supplier to understand the potential scalability of the number and value (April 2016 to February 2017 spend) of Contracting Authorities who may wish to access this Framework Agreement when their current contract expires.

## 6. MANDATORY SERVICE REQUIREMENTS

- 6.1. This paragraph provides details of the mandatory requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirement. All mandatory requirements (a to q) shall be required to commence from the implementation of the Call Off Contract with the Contracting Authority.
- a) **Assurance Management Systems Mandatory Requirements** – The Supplier shall have Assurance Management Systems which comply with the standards of ISO 9001, ISO 14001 and ISO 27001 or the European Foundation for Quality Management. Please refer to paragraph 7;
  - b) **Data Security Mandatory Requirements** – It is a mandatory requirement for the Supplier to read, understand and respond to the Authority in accordance with Framework Schedule 25: Security and Call-Off Contract Schedule 7: Security. Please refer to paragraph 8;
  - c) **Security Vetting / Clearance Mandatory Requirements** – The Supplier shall fully comply with all aspects of the security vetting / clearance requirements. Please refer to paragraph 9;
  - d) **Confidentiality Agreement Mandatory Requirements** – The Supplier shall fully comply with all aspects of the confidentiality requirements. Please refer to paragraph 10;

- e) **Diversity and Equality Mandatory Requirements** - The Supplier shall fully comply with all aspects of the diversity and equality requirements. Please refer to paragraph 11;
- f) **Supply Chain Mandatory Requirements** - The Supplier shall create and effectively manage their supply chains which are relevant to the fulfilment and delivery of this Framework Agreement. Please refer to paragraph 12;
- g) **Service Management Mandatory Requirements** - The Supplier shall provide a service management function which fully supports all of the requirements of the Framework Agreement. Please refer to paragraph 13;
- h) **Working with Delivery Partners Mandatory Requirements** - The Supplier shall fully comply with all aspects of the working with delivery requirements. Please refer to paragraph 14;
- i) **Implementation of Contracting Authority's Call Off Contracts Mandatory Requirements** – The Supplier shall fulfil all aspects of the implementation of Contracting Authority's Call Off Contracts. Please refer to paragraph 15;
- j) **Trainer and Facilitator Standards** – The Supplier shall provide high level trainers and facilitators that fully comply with the standards outlined in Paragraph 16.
- k) **Venues and Locations** - The Supplier shall provide cost effective venues for face to face courses and fully satisfy the location requirements as detailed in paragraph 17.
- l) **Customer Service and Helpdesk Mandatory Requirements** – The Supplier shall provide a high quality customer service including a first line helpdesk and telephone service for users as detailed in paragraph 18;
- m) **Booking and Course Enrolment** - The Supplier shall fully comply with all aspects of the booking and course enrolment requirements. Please refer to paragraph 19.
- n) **Complaint Procedure Mandatory Requirements** - The Supplier shall have in place a complaints procedure which fully satisfies the requirements as described in paragraph 20;
- o) **Charging, Payment and Invoicing Mandatory Requirements** – The Supplier shall provide a range of charging, payments and invoicing processes for Contracting Authorities. Please refer to paragraph 21;
- p) **Management Information and Data Reporting Mandatory Requirements** – The Supplier shall have the capability and capacity to provide all of the Management Information and Data Reporting requirements as prescribed in Framework Schedule 9. Please also refer to paragraph 22.
- q) **Business Continuity Mandatory Requirements and Disaster Recovery Mandatory Requirements** – The Supplier shall have in place, within 30 working days of the Call Off Contract commencement date, robust Business Continuity and Disaster Recovery plans (including Escrow) to ensure continuity of service. Please refer to paragraph 23.
- r) **Gainshare Mandatory Requirements** - The Supplier shall comply with all aspects of the Gainshare requirements. Please refer to paragraph 24.
- s) **Copyright and Intellectual Property Mandatory Requirements** - The Supplier shall comply with all aspects of the copyright and intellectual property requirements. Please refer to paragraph 25.
- t) **Transition Mandatory Requirements** - The Supplier shall comply with all aspects of the transition requirements. Please refer to paragraph 26.

- u) Exit Mandatory Requirements** - The Supplier shall comply with all aspects of the exit requirements. Please refer to paragraph 27.

## **7. ASSURANCE MANAGEMENT SYSTEMS - MANDATORY REQUIREMENTS**

- 7.1.** This paragraph describes the assurance management systems the Supplier shall have in place at all times for the duration of this Framework Agreement, and the term of any Contracting Authority's Call Off contract. Please refer to clause 13 (Standards) of the Framework Agreement.
- 7.2.** The Supplier shall at all times for the duration of this Framework Agreement, and the term of any Contracting Authority's Call Off Contract, comply with the relevant standards or the successors of these standards, for the scope of the Services offered, including but not limited to the following:
- (a) Service Management Standards
    - (i) A Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent. BS EN ISO 9001 "Quality Management System" standard or equivalent.
    - (ii) ISO 10007 Quality management systems – Guidelines for configuration management or equivalent
    - (iii) BS25999-1:2006 Code of Practice for Business Continuity Management and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans or equivalent
  - (b) Environmental Standards
    - (i) An Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent. BS EN ISO 14001 Environmental Management System standard or equivalent.
  - (c) Cyber Standards
    - (i) A UKAS certified Information Security Management System supported by the International Organisation for Standardisation ISO 27001 Security Management standard, or equivalent. ISO 27001 Information Security Management standard or equivalent.
    - (ii) Cyber Essential Plus Scheme certification. The requirements which can be located at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
  - (d) Occupational Health and Safety Management System Standards
    - (i) OHSAS 18001 Occupational Health and Safety Management System or equivalent.

## **8. DATA SECURITY - MANDATORY REQUIREMENTS**

- 8.1.** Security and the security of Public Sector Data is paramount. This paragraph describes the mandatory security requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Managed Learning Service Framework Agreement. Please refer to Framework Schedule 25: Security.

- 8.2.** The data security classification shall be OFFICIAL TIER. The Government Security Classification 2014 may be accessed here: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/251480/Government-Security-Classifications-April-2014.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf)
- 8.3.** It is a mandatory requirement for the Supplier to read, understand and respond to the Contracting Authority in accordance with Framework Agreement Schedule 25: Security, in respect of the security requirements.
- 8.4.** The Supplier, their subcontractors and any third party suppliers assured as part of the service, shall show that they are compliant with ISO 27001 Information Security Management with respect to all of the services they shall offer. The Supplier will be required to have their own security operating procedures that shall be made available to Contracting Authorities to provide assurance of data security.
- 8.5.** The Supplier shall ensure that Contracting Authority's information and Data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of the Framework Agreement and any Call Off Contract.
- 8.6.** Data Security Offshoring Approval: The Supplier shall obtain approval from GSIRO through the Contracting Authority for the off-shored elements supplied under the Framework Agreement where part or all of the Services are delivered from a location or third party supplier which is:
- i. NOT a country within the EEA;
  - ii. NOT a country where the European Commission has made positive findings of adequacy; or
  - iii. NOT EU US Privacy Shield framework
- 8.7.** The Supplier will be responsible for conducting regular, non-destructive penetration testing of their digital platforms used to hold data and intellectual property that belongs to the Contracting Authority. For example, any Learning Management System or Content Management System provided.
- 8.8.** The Supplier shall ensure that all issues are resolved in accordance with the SLAs to the satisfaction of the Contracting Authority. Continued compliance with security advice arising from the tests and emerging threats is a priority.
- 8.9.** The Supplier shall ensure, in collaboration with Contracting Authorities, that all new products adhere to best practice and that lessons learned from security reviews are observed and effectively applied in current and future products.
- 8.10.** The Supplier shall be cognisant of supporting HMG compliance with EU data protection legislation/regulation throughout the life of the Framework Agreement and any Call Off Contracts.
- 8.11.** The Supplier shall take all measures reasonably necessary to ensure that all Supplier Personnel involved in the performance of the Contract are aware of all ongoing Data security and confidentiality requirements, as detailed in the Framework Agreement and any Call Off Contract.

## **9. SECURITY VETTING / CLEARANCE - MANDATORY REQUIREMENTS**

- 9.1.** This paragraph describes the mandatory security vetting / clearance requirements that the Supplier shall fulfil in its entirety as part of the delivery of this Framework Agreement, 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>

9.2. The Supplier shall have in place security clearance which meets the differing requirements of the Contracting Authorities, and shall ensure full compliance with the standards set out in the following link:

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

9.3. The Supplier shall present evidence to enable the Authority to assure the service compliance against the personnel and physical security requirements defined in Attachment 4 Framework Agreement Terms and Conditions, clause 28.4 (Protection of Personal Data);

9.4. Where a Supplier delivers all or part of the Service from a Contracting Authority's site they will also need to comply with the specific Contracting Authority's personnel and physical security requirements.

9.5. In addition, where an employee of the Supplier is undertaking a security critical function it may be appropriate to have Security Check (SC) clearance. The requirement for this more robust screening shall be agreed with the Contracting Authority's security representative.

9.6. The Supplier shall maintain appropriate staff records for all Supplier Personnel who are involved in activities related to delivery of the products within the scope of this this Framework Agreement, in line with Attachment 4a Specification (Framework Agreement Schedule 2) and shall make this data available to Contracting Authorities upon request.

9.7. All employees and key representatives of the Supplier working on the Framework Agreement and/or Call Off Contracts must comply with the Contracting Authority's security clearance requirements.

9.8. The Supplier shall ensure that Supplier Personnel provide evidence of their Right to Work in the United Kingdom in line with the Immigration, Asylum and Nationality Act (2006) and the Supplier shall maintain a copy of such evidence. The cost of obtaining any such evidence shall be the responsibility of the Supplier.

9.9. The Contracting Authority reserves the right, throughout the duration of the contract, to review its security checking procedures and to require all Supplier employees and all Sub Contractors engaged to provide the Service to have obtained either National Security Vetting clearance or a full criminal records disclosure;

9.10. Costs for the above shall be borne by the Supplier. The Authority accepts no liability for costs incurred in the process of obtaining such disclosure certification.

9.11. Contracting Authorities may perform audits which may include checking compliance with the security requirements above and/or the additional requirements specified by the Contracting Authority and as mandated by HM Government.

## **10. CONFIDENTIALITY AGREEMENT - MANDATORY REQUIREMENTS**

10.1. This paragraph describes the confidentiality mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement.

10.2. 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 are required 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. This will be supplied following notification of award of the Framework Agreement and shall be signed on an individual basis prior to any work being undertaken. Suppliers' employees and subcontractors must not disclose any privileged information they may come across in the course of their work.

- 10.3.** 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 or identify potential difficulties or conflicts of interests among employees and report any concerns to the appropriate Contracting Authority.

## **11. DIVERSITY AND EQUALITY - MANDATORY REQUIREMENTS**

- 11.1.** This paragraph describes the mandatory diversity and equality requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework Agreement.
- 11.2.** Contracting Authorities are committed to providing Services which embrace diversity and which promote equality of opportunity. Given the diversity of employees who will access the services, Suppliers shall give appropriate consideration to any potential diversity and equality impacts and risks and be capable of demonstrating how they will address these in delivery of the services.
- 11.3.** The Supplier shall conform to and demonstrate compliance with all equality legislation and Contracting Authority's equality and diversity policies.
- 11.4.** The Supplier shall ensure a robust equality and diversity policy is in place within their organisation and that this is reviewed at least annually.
- 11.5.** The Supplier shall ensure that the user of the services, enjoys equal access to, and is equally satisfied with, performance and quality irrespective of any other factor.

## **12. SUPPLY CHAIN - MANDATORY REQUIREMENTS**

- 12.1.** This paragraph describes the mandatory supply chain requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework Agreement.
- 12.2.** The Supplier shall proactively create and effectively manage a dynamic and agile supply chain which are relevant to the fulfilment and delivery of this Framework Agreement, so as to ensure that high quality services are provided to Contracting Authorities.
- 12.3.** The Supplier shall ensure the co-ordination of all outputs provided by its supply chain in the delivery of the Services, and shall effectively manage all interface risks to provide a seamless service to the Authority and/or Contracting Authorities.
- 12.4.** The Supplier shall establish and develop relationships and contractual arrangements with its Sub-Contractors that are complementary to the relationships and contractual arrangements under the Framework Agreement and Call Off Agreements.
- 12.5.** The Supplier shall improve Sub-Contractor arrangements to achieve continuous improvement in the delivery of the Services as set out in the Framework Agreement and Call Off Agreements.
- 12.6.** To enable the Authority to satisfy itself that it is receiving the very best provision available, and to enable scrutiny, the Supplier shall make any future supply chain contract awards transparent in a suitable format to be agreed with the Authority, such as Contracts Finder.
- 12.7.** The Supplier shall ensure that their key supply chain dependencies are continuously monitored to avoid breaks in continuity of supply.
- 12.8.** The Supplier shall ensure that early risk identification measures are in place to identify supply chain risks during both a Contracting Authority's Transition Period and Call Off Contract duration. The Supplier shall have in place effective mitigating strategies to safeguard service level provision in accordance with Contracting Authorities' requirements. A Supplier shall also ensure, if required, that risks on sensitive projects

with time sensitive milestones which are outlined in a Contracting Authority's implementation plan at Call Off Contract stage are minimised.

- 12.9. The Supplier shall proactively encourage SME's to become part of their supply chain to support the Governments SME agenda as detailed in Attachment 4a Framework Agreement Schedule 2: Part B (Key Performance Indicators). Suppliers shall make this Framework Agreement and Call Off Contracts as accessible as possible to ensure the most appropriate Key Sub-Contractors are part of their supply chain.
- 12.10. The Supplier shall ensure that they exercise due skill and care in the selection of any Key Sub-Contractor.
- 12.11. The Supplier shall ensure that all Key Sub-Contractors appointed have the technical and professional resource and experience to unreservedly deliver in full all the Mandatory Service requirements set out in this Framework Agreement, Attachment 4a: Specification (Framework Agreement Schedule 2).
- 12.12. The Supplier shall formalise relationships with Key Sub-Contractors and manage any Key Sub-Contractors, in accordance with Good Industry Practice and Attachment 4: Framework Agreement Terms and Conditions, clause 25 (Supply Chain Rights and Protection).
- 12.13. The Supplier shall proactively seek to ensure quality and operational efficiencies within the supply chain.

### **13. SERVICE MANAGEMENT - MANDATORY REQUIREMENTS**

- 13.1. This paragraph describes the service management mandatory requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework Agreement.
- 13.2. Whilst the Authority recognises and accepts that the use of approved third parties may be involved in the delivery of the requirements, the Supplier shall manage, control and maintain all Authority facing activity.
- 13.3. The Supplier shall have the capacity within its business and processes to fully meet Contracting Authority's requirements and must be able to deal with large volumes from the outset of the Framework Agreement period.
- 13.4. The Supplier shall ensure they have access to a sufficient number of appropriately qualified and experienced staff to ensure that they can fulfil the requirement under the Framework Agreement and any subsequent Call-Off Contracts.
- 13.5. The Supplier shall provide the Authority with a named Service Delivery Director, by email, within 5 working days of signing the Framework Agreement. The nominated Service Delivery Director shall have a minimum of two years' relevant industry experience and the skills and credibility to engage at senior leadership level.
- 13.6. The Service Delivery Director shall be accountable for the transition and implementation requirements and appointing the appropriate leads following the award of the Framework Agreement and prior to the start and throughout the duration of the Call Off contracts. The Service Delivery Director shall be an escalation point.
- 13.7. The Service Delivery Director shall provide a written recommendation report every quarter, which includes details of changes, improvements, risks, issues, complaints, concerns and identified future opportunities in relation to the Services.
- 13.8. The Supplier shall provide the Contracting Authority with a named Service Delivery Manager, by e-mail, within 5 working days of signing the Framework Agreement. The Service Delivery Manager shall have a minimum of two years' relevant industry experience and shall have the necessary skills and authority to be responsible for day-to-day delivery of the Service.

- 13.9.** Where service or performance by the Supplier falls below the required level then the Service Delivery Manager shall ensure appropriate extra resources are committed promptly at no extra cost to any Contracting Authority.
- 13.10.** The Service Delivery Manager shall, at the Supplier's cost, attend strategic performance review meetings with the Authority. The frequency of these meeting shall be monthly unless the Authority states otherwise.
- 13.11.** The Authority will notify to the Supplier within 5 working days of Framework Agreement signature their nominated representatives to be the primary contacts for both the Service Delivery Director and the Service Delivery Manager.
- 13.12.** The Supplier shall provide the Contracting Authorities with a named Customer Relationship Manager with a minimum of two years' relevant industry experience.
- 13.13.** The amount of Customer Relationship Management support provided by the Supplier shall be proportionate to the size and requirements of the Contracting Authority. This will be agreed at the Call Off Contract and/or Implementation Stage.
- 13.14.** The Customer Relationship Manager shall hold monthly, quarterly or bi-annual operational service management review meetings with the Contracting Authorities as agreed at the Call Off Contract and/or Implementation Stage.

#### **14. WORKING WITH OTHER DELIVERY PARTINERS - MANDATORY REQUIREMENTS**

- 14.1.** This paragraph describes the mandatory requirements for working with other Contracting Authority delivery partners that the Supplier shall be obligated to fulfil as part of the delivery of this Framework Agreement.
- 14.2.** The Supplier shall work effectively with Contracting Authorities and, where appropriate their other delivery partners, this will include as a minimum;
- 14.2.1. Working collaboratively with other delivery partners to deliver a cohesive learning strategy that adapts to the Contracting Authority's changing needs;
  - 14.2.2. Working in partnership with existing suppliers to create and deliver a cohesive blended offer;
  - 14.2.3. Encouraging and supporting innovative approaches to keep up with the demands of the Contracting Authority's changing business environment;
  - 14.2.4. Having the appropriate relationship management systems and people in place who can help create and maintain the collaborative relationship; and
  - 14.2.5. Attending joint meetings to improve ways of working.
- 14.3.** The Supplier shall liaise with other Contracting Authority partners (e.g. digital learning content providers, hosting services, technical developers) to ensure that (all technical / IT-related) queries are resolved promptly, effectively and to the satisfaction of the learner.

#### **15. IMPLEMENTATION OF CONTRACTING AUTHORITY'S CALL OFF CONTRACT - MANDATORY REQUIREMENTS**

- 15.1.** This paragraph describes the mandatory implementation requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement Services.
- 15.2.** The Supplier shall adopt effective succession planning strategies which support organisational stability and sustainability by having in place an established process to meet staffing requirements, whilst ensuring transitions occur smoothly, with little disruption to the Contracting Authority.

- 15.3. The Supplier shall identify business critical roles and have contingency plans in place to ensure business continuity.
- 15.4. The Supplier shall ensure that, wherever possible, the same named individual(s) and team(s) will be available within the Contracting Authority specified timescales and for the entire duration of the assignment.
- 15.5. The Supplier shall provide core Service Management and Administration Teams dedicated to managing Contracting Authority's requirements. These teams will be immediately available ready to initiate the services, including confirming processes, systems configuration, scheduling courses, venue management and booking administration.
- 15.6. The Supplier shall appoint an Implementation Team with a named Implementation Manager, with a minimum of two years' experience, in a relevant environment. Resources must be maintained during the transition period regardless of your other commitments. The Supplier shall provide details of the named Implementation Manager(s) to the Contracting Authorities within 5 working days of the Call Off contract Commencement Date.
- 15.7. The Supplier shall work co-operatively with Contracting Authorities and any incumbent supplier(s) to ensure a systematic, planned and robust transition.
- 15.8. 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 during periods of peak demand.
- 15.9. The Supplier shall note that all web-based solutions are subject to Contracting Authority's restrictions. The Supplier shall liaise with Contracting Authorities to determine network boundaries, governed by individual departmental security guidance. For example, the Ministry of Defence (MoD) requires a service provision to comply with JSP 604 which encourages early engagement with the Network Technical Authority. The Supplier shall ensure that the proposed solution complies with all requirements specified by Contracting Authorities.
- 15.10. The Supplier shall ensure that web-based solutions are capable of working on Contracting Authority's systems utilising a minimalist approach to the use of interactive technologies.
- 15.11. During implementation the Supplier shall provide unlimited, but as necessary, training to the Contracting Authorities on the use of online systems, including, but not limited to, one-to-one training sessions and videos appropriate to the Contracting Authority's location free of charge.

## **16. TRAINER AND FACILITATOR STANDARDS - MANDATORY REQUIREMENTS**

- 16.1. This paragraph describes the mandatory trainer and facilitator standards requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement Services.
- 16.2. The Supplier shall provide experienced and skilled trainers and facilitators who have a proven track record of delivery to similar Contracting Authority target audiences in other public or private sector organisations.
- 16.3. The Supplier shall maintain a consistent standard of high level training delivery through ensuring that it's trainers, facilitators and speakers (including any sub-contractors), meet the following minimum selection criteria and standards:
  - Are able to design and deliver top quality development and training solutions;
  - Can work solo and as part of a delivery team;

- Can run innovative and challenging learning activities;
- Have experience or expertise in the subject matter and, where appropriate, are suitably qualified; have real credibility with their audience;
- Are able to manage assessment, tutorials, pastoral care or other relevant one-to-one processes to a high standard;
- Are able to facilitate in a variety of contexts, particularly in large groups;
- Are able to maintain engagement and learner involvement;
- Are able to manage difficult situations effectively;
- Are able to contextualise learning to different organisational and individual circumstances including being able to answer questions with relevant examples;
- Understand and demonstrate best practice in equality and diversity;
- Maintain their CPD to ensure their knowledge is up-to-date, their design and delivery skills are honed and their personal relationship skills are of a high standard.

**16.4.** The supplier shall set out their contingency arrangements for key risk areas such as the last minute illness of a trainer, last minute changes to a venue and managing courses during severe disruption e.g. adverse weather.

## **17. VENUES AND LOCATIONS - MANDATORY REQUIREMENTS**

**17.1.** This paragraph describes the mandatory venues and locations requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement Services.

**17.2.** The Supplier shall deliver the course component of any product at the most suitable and cost effective venue. The Supplier shall ensure the price reflects the venue being used, for example, London non-Government estate is expected to be more expensive and non-Government estate outside of London is expected to be less expensive.

**17.3.** The Supplier shall consult the shared facilities register <https://www.epims.ogc.gov.uk/FMSGSGov/Login.aspx?ReturnUrl=%2fFMSGSGov%2fLogin>. This is a list of meeting and events space across Government Estate which can be used free of charge. The register is owned and managed by the Government Property Unit (GPU) within Cabinet Office and provides host Departments' contact details of the local administrator to enable rooms to be booked, subject to availability.

**17.4.** For courses delivered for specific Contracting Authorities (closed courses), the Customer may make their premises available. If the Customer does supply the venue, this will be free of charge.

**17.5.** Other than when government estate has been provided free of charge the price for courses should include the cost of the venue and the Supplier should assume that the vast majority of open courses and some closed courses will fall as part of this category.

**17.6.** The Supplier can use their own estate if it is suitable and provides value for money.

**17.7.** Residential courses may be run at locations that are cost effective in terms of travelling expenses and will be subject to minimum standards. The Supplier will need to include in the delegate rates the costs for Travel and Accommodation of the trainers and the cost of the venue for delegates.

- 17.8.** The Supplier shall be liable for costs associated with venues including transport of materials to and from the venue and provision of consumables.
- 17.9.** The Supplier shall ensure that refreshments can be made available at each venue (hot drinks, drinking water, and cups.) The cost of refreshments will be included in the delegate price.
- 17.10.** Where the venue or event make it necessary, lunch may be required for the group with the cost covered in the delegate price. For block bookings that are facilitated with Contracting Authorities, they should be given the choice as to whether lunch is provided and the cost of the course should be adjusted accordingly.
- 17.11.** The Supplier shall arrange any special requirements and or reasonable adjustments for learners with special needs. If an event is held on government estate the Supplier shall liaise with the estates contact to ensure needs can be met.

## **18. CUSTOMER SERVICE AND HELPDESK - MANDATORY REQUIREMENTS**

- 18.1.** This paragraph describes the mandatory customer service and helpdesk requirements that the Supplier shall be obligated to fulfil across all services, as part of the delivery of the Framework Agreement.
- 18.2.** The Supplier shall provide a first line helpdesk and telephone service for recording and dealing with all enquiries from Contracting Authority Personnel in relation to the services being provided and in accordance with the relevant quality standards and service levels
- 18.3.** As a minimum, customer service and support hours will cover 08.00 to 18.00 Monday to Friday, excluding Public and Bank Holidays.
- 18.4.** The Supplier shall provide the following support to the Contracting Authorities:
- i. Log support calls with a help desk by email, by phone or customer service portal;
  - ii. Log calls through automated email service alerts;
  - iii. Provide telephone support for all services;
- 18.5.** Learner support may include, but shall not be limited to the provision of the following services;
- i. Access to documentation pertaining to the Supplier's services, including system manuals, customer guides, on-line help, FAQs;
  - ii. Updating of documentation to reflect new versions of the Supplier's services;
  - iii. Provision of operational support as part of their application management service;
  - iv. Provision of second line operational support and help desk services in respect of the Suppliers services under this Framework Agreement and its associated activities, investigation and resolution of all technical issues arising from reported problems;
  - v. Provision of a single service management system for incident management, problem resolution and change management, with a designated Service Manager as a single point of contact for User support.

## **19. BOOKING AND COURSE ENROLMENT SYSTEM - MANDATORY REQUIREMENTS**

- 19.1.** This paragraph describes the mandatory booking and course enrolment system mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement.
- 19.2.** The Supplier shall maintain an online booking and course enrolment system.

- 19.3. The Supplier shall ensure that the online booking system prevents bookings being made which are likely to have course completion dates beyond the Call Off Contract period.
- 19.4. The Supplier shall ensure that the delivery programme for the Services ensures that all subscribers are able and are given reasonable time to complete the course prior to the last day of Call-Off contract.
- 19.5. The Supplier shall ensure that enrolled course subscribers are provided with sufficient detail of when they should complete courses by and are contacted by way of reminder whereupon there is a short period remaining to completing the course.
- 19.6. In the event that the Contracting Authority requests enrolment of persons on a course that the Supplier does not think that can be completed within the initial call off period, the Supplier shall recommend in writing to the authority that the call off period be extended by way of amendment or a new Call Off contract be agreed.

## **20. COMPLAINTS PROCEDURE - MANDATORY REQUIREMENTS**

- 20.1. This paragraph describes the mandatory complaints procedure mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement.
- 20.2. The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints or problems initiated by the Authority, Contracting Authorities, and their Users. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.
- 20.3. A clearly defined complaints procedure is required which sets out timescales of the action that will be taken and includes timescales of when matters will be escalated.
- 20.4. At a minimum, complaints must be acknowledged within 24 hours and satisfactorily resolved within 10 working days, or by agreement with the Authority and/or Contracting Authority.
- 20.5. The Supplier shall have in place an escalation route for any complaints that have not been resolved within the specified timescales.
- 20.6. The level and nature of complaints arising and proposed corrective action or 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 1 month.
- 20.7. The Supplier shall analyse and identify any pattern of complaints and bring these to the attention of the Authority during supplier review meetings.
- 20.8. The Supplier shall provide the Authority with one consolidated report per month for the duration of this Framework Agreement capturing all Contracting Authority's complaints detailed by each Contracting Authority. 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.
- 20.9. The Authority, will meet with Contracting Authorities in order to discuss delivery performance and address any concerns that may exist around the provision of services and will seek feedback from them to inform the monthly performance review meetings.
- 20.10. The Contracting Authority will define any additional complaints process including escalation and reporting requirements with the Supplier at the Call Off contract stage.

## **21. CHARGING, PAYMENT AND INVOICING - MANDATORY REQUIREMENTS**

- 21.1.** This paragraph describes the mandatory charging, payment and invoicing that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement.
- 21.2.** The tier 2, 3 and 4 packages are based on the value proposition to Contracting Authorities and have been constructed by combining several components into a single comprehensive package of services for an all-inclusive price.
- 21.3.** The Supplier shall be flexible in applying the relevant charges for each tier at either the call off contract or work order level and or a combination of both. The Contracting Authorities shall specify which charging option(s) they will require at the Call Off contract stage.
- 21.4.** The Supplier may offer Contracting Authorities additional pricing and discount structures in accordance with Framework Schedule 3: the Charging and Pricing Structure and these will be agreed at the Call Off contract stage.
- 21.5.** The Supplier shall apply a minimum order charge to 'one off' requirements with a value of >£0 - <£10k in accordance with Framework Schedule 3: the Charging and Pricing Structure. The Supplier shall not apply the minimum order charge where the consolidated orders under a Call Off contract will exceed the minimum order value.
- 21.6.** The Contracting Authorities shall specify which payment option(s) they will require at the Call Off contract stage. The Supplier's payment system shall have the capability to support payment options as directed by Contracting Authorities to include Government Procurement Card (GPC), Purchase to Pay system (P2P) and manual electronic invoicing arrangements.
- 21.7.** When required by Contracting Authorities an e-commerce (P2P) system, the Supplier shall interface with the Contracting Authorities e-Commerce (P2P) system.
- 21.8.** Where Contracting Authorities do not require a full e-Commerce (P2P) system, the Supplier shall provide an alternative solution as agreed with the Contracting Authority at Call Off contract stage.
- 21.9.** The Supplier shall comply with the Contracting Authority's requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual customer organisations. For example, requirements may include, but not be limited to, consolidated invoicing, invoicing by Cost Centre; electronic invoicing; invoicing to different levels of detail, etc. Under the direction of the Contracting Authority, the Supplier shall be required to assist Contracting Authorities in the promotion of invoice process efficiencies.
- 21.10.** The Supplier shall perform a degree of validation checks before generating and sending off invoices. This could take the form of regular sense checks (automated or manual) that highlight absent or wrong data that is sitting in their backend processes. This will allow the Supplier to develop better relationships with Contracting Authorities and result in them getting paid more quickly.
- 21.11.** The Supplier should offer invoicing rules to Contracting Authorities, such as how frequently they are sent, whether sent electronically and whether or not a duplicate invoice is sent to the booker. These arrangements will need to take into account that some Contracting Authorities pay their invoices through a shared service centre.
- 21.12.** Generally invoices shall be submitted in arrears to individual ordering points or as instructed by Contracting Authorities.
- 21.13.** Invoices should be clearly addressed; and refer to the service provided and charging basis. The Supplier shall provide a full itemised breakdown of charges e.g. by service category including service charge, and any other additional charges indicated on the Supplier's invoice.

- 21.14.** Invoices will be settled by individual Contracting Authorities ordering points with the option to use an electronic invoicing process and/or payment card at no additional charge.
- 21.15.** Where CSL enters into a Call Off contract on behalf of departments, the budget is devolved, this means that departments who are taking delivery of the services will be liable to pay the Supplier directly.
- 21.16.** Whilst not directly responsible for department's day-to-day administrative tasks or enquiries around invoicing under a Call Off contract, CSL will take an active supporting role where common issues arise across departments.

## **22. MANAGEMENT INFORMATION AND DATA REPORTING - MANDATORY REQUIREMENTS**

- 22.1.** This paragraph describes the mandatory information and data reporting mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement. Please refer to Framework Schedule 9 Management Information.
- 22.2.** Timely and accurate Management Information and Data Reporting shall be provided to the Authority and Contracting Authorities free of charge in accordance with the provisions set out in Framework Schedule 9 Management Information.
- 22.3.** The Supplier shall complete and upload the Management Information System Online (MISO) template, issued by the Authority, which shall be refined and finalised on award. The MISO template shall be completed and uploaded by the 5<sup>th</sup> Working Day of each month for the duration of this Framework Agreement.
- 22.4.** The Authority and/or Contracting Authority may request data and reports on an ad hoc basis to assist with Freedom of Information (FOI) requests, Parliamentary Questions (PQs) or other committee requests. The Supplier shall provide the required data or information free of charge, within one working day of request by the Authority and/or the Contracting Authority.
- 22.5.** The Supplier shall provide regular Performance Management Information reports to the Authority, CSL and Contracting Authority. These reports will be required no less than monthly, to align to the strategic performance review meeting dates. These should set key headline management information and metrics. The Authority, CSL and the Contracting Authority will form the precise requirements for this pack on award of the Framework Agreement, but it is anticipated to include as minimum:
- Executive Summary an overview on the highlights of the previous month of service delivery
  - In month and cumulative analysis
  - Spend by Tier and product Type
  - Spend by Course and Training Type
  - Spend by Contracting Authority
  - Top 10 Suppliers (by utilisation and by spend)
  - Spend through SME's
  - Performance against KPI's / SLA's
  - Risk/Issues log
  - Savings

- Evaluation of events
  - Number of Bookings by Contracting Authority location
  - Number of delegates trained by Contracting Authority location
  - Number of Cancellations by Contracting Authority
  - Average price per delegate day
  - Average price per learner hour
  - Forecast course bookings
  - Administration summary
    - Number of phone calls
    - Number of email / e-helpdesk enquiries
    - Number of email / e-helpdesk queries
    - Number of invoices by Contracting Authority
- 22.6.** The Supplier shall have the flexibility to produce for the, Authority and/or Contracting Authority any requested tailored / non-standard MI reports free of charge.
- 22.7.** The Supplier shall complete a template to report actual savings and calculations against a set of Authority's Savings Project Charters (including year on year savings) by the 12th of each month for the duration of this Framework Agreement. The template shall be provided by the Authority.
- 22.8.** The Supplier shall provide the Authority with a summary document by 12th of each month for the duration of this Framework Agreement detailing savings by Contracting Authorities against the Authority's agreed benefits methodology and baseline. This will include:
- a) Savings against initiatives highlighted by the Authority; and
  - b) A summary report identifying further savings opportunities for each Contracting Authority. The summary will include, value of savings opportunities and actions required to achieve these savings.
- 22.9.** The Supplier shall provide the Authority with a minimum of one case study per quarter, for the duration of this Framework Agreement, which will evidence savings, benefits and/or added value of this Framework Agreement, subject to the agreement of the relevant Contracting Authority.
- 22.10.** The Supplier shall comply with the Authority and/or Contracting Authority's equality and diversity data collection and monitoring requirements. The Supplier will be required to provide such data and information if applicable and as specified at the Call Off contract stage.
- 22.11.** The Supplier shall complete the Supplier Action Plan (SAP) issued by the Authority. This shall be completed and updated no later than the 12th of each month for the duration of the relevant Call Off contract.
- 22.12.** The Supplier shall complete Monthly Review Meeting Action Points including any identified risk plans agreed at the meetings with the Contracting Authority. This shall be completed no later than the 12th of each month for the duration of the relevant Call Off Contract.
- 22.13.** The Supplier shall provide the Authority with a customer financial expenditure report, highlighting monthly trends, forecasts, anomalies etc. This shall be provided by the 12th of each month for the duration of the relevant Call Off Contract.

- 22.14.** The Supplier shall notify the Authority and/or Contracting Authority of any unplanned “spikes or troughs” (increases/decreases) in spend to ensure this can be investigated and reported by the Authority and/or Contracting Authority.
- 22.15.** The content of statistical information, timing and format of any report requested by Contracting Authorities shall be agreed between the Supplier and the Contracting Authority upon award of the Call Off contract.
- 22.16.** For Civil Service Contracting Authorities the Supplier shall work with CSL to provide management information and evaluation data in a format consistent with other learning and development provided through CSL and meets with their requirements.
- 22.17.** The Supplier shall provide the data on a monthly basis to enable CSL to share it with their other suppliers for the purpose collating into a consolidated report for dissemination to each department.
- 22.18.** The Supplier should note that CSL anticipate a data sharing agreement being in place that restricts how their other suppliers would be able to use the data and who would have access to it for the purpose of collating and disseminating the information contained within it.

### **23. BUSINESS CONTINUITY AND DISASTER RECOVERY - MANDATORY REQUIREMENTS**

- 23.1.** This paragraph describes the mandatory business continuity and disaster recovery mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement. Please refer to Schedule 24 of the Framework Agreement.
- 23.2.** The Supplier shall provide separate Business Continuity and Disaster Recovery plans relevant to the service delivery of this Framework Agreement, to the Authority upon signing the Framework Agreement and to the Contracting Authority at Call Off Contract stage. These should be reviewed every 6 months or after any major incident.
- 23.3.** The Supplier shall have a robust Business Continuity Plan in place to maintain the delivery of Services during periods of unplanned unavailability of the online learning portal and/or offline service(s). The plan shall include the ability to implement the provisions of the Escrow agreement to access the source code in the event the Contracting Authority is unable to access the system.
- 23.4.** The Supplier shall maintain its readiness with a Business Continuity plan in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated standards in accordance with Schedule 24 of the Framework Agreement.
- 23.5.** The Supplier shall provide a comprehensive Disaster Recovery Plan which details the processes by which significant disruptions will be managed to support Contracting Authorities and Users in the event of disruptions of significant scale and impact.
- 23.6.** If in the event of an emergency or crisis management situation, the Supplier shall notify the Authority and the Contracting Authority immediately, and within 4 hours maximum. The details of the Supplier process for the management of the potential emergency shall be clearly defined.

### **24. GAINSHARE - MANDATORY REQUIREMENTS**

- 24.1.** This paragraph describes the mandatory Gainshare requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement.
- 24.2.** At any time during the lifetime of the Framework Agreement and any subsequent Call Off Agreement the Supplier may make a proposal to the Authority and the Contracting

Authority for an improved new or different way of providing the Services (“Service Improvement Proposal”). Any Service Improvement Proposal must clearly state that it is submitted for consideration under this Gainshare provision and shall include:

- (a) a business case for the new or different way the Supplier intends to provide the Services, outlining the Service improvement(s) identified;
- (b) the anticipated operational impact (including, without limitation, an equality impact assessment, an assessment of quality, reliability and other relevant factors) of the Service improvements on the delivery of the Services by the Supplier in accordance with the Framework Agreement and or Call Off Agreement(s) the potential benefit(s) (financial or otherwise) to the Supplier, the Authority and the Contracting Authority;
- (c) the potential direct and indirect cost savings for the Supplier, the Authority and the Contracting Authority;
- (d) the potential direct and indirect costs which might be incurred by the Supplier, the Authority and the Contracting Authority;
- (e) advice to the Authority and the Contracting Authority of any risks associated with the Service improvements; and
- (f) the gainshare ratio.

- 24.3.** The Supplier, the Authority and the Contracting Authority shall meet to discuss the Service Improvement Proposal and shall attempt to agree the investment (financial or otherwise) to be contributed by the Supplier, the Authority and the Contracting Authority, the estimated amount of savings, the gainshare ratio, the timing of any payments or adjustments and the proportion of the costs and losses to be borne by the Supplier, the Authority and the Contracting Authority should the Service Improvement Proposal be aborted or not meet its financial objectives. The Supplier shall then submit a revised Proposal to the Authority and the Contracting Authority.
- 24.4.** The Authority shall assess the Service Improvement Proposal in conjunction with the Contracting Authority and shall, in writing within one (1) Month (or such other time as agreed between the parties), either accept it in principle, reject it or offer recommendations or refinements in order for the Supplier to submit a revised Service Improvement Proposal.
- 24.5.** If and when the Service Improvement Proposal is accepted in principle by the Authority and Contracting Authority and such agreement is put in writing, the Supplier shall formulate an implementation plan which shall set out in more detail the way in which the Supplier intends that the Service Improvement Proposal shall be implemented and the timetable for payments or adjustments to any element of the prices paid in accordance with the agreed gainshare ratio (“Gainshare Implementation Plan”).
- 24.6.** Once the Gainshare Implementation Plan has been agreed between the parties, the Supplier shall implement the Service Improvement Proposal in accordance with the plan and the Supplier, the Authority and the Contracting Authority shall comply with any obligations they have assumed, including adjustments to the prices paid and obligations to make payments. In each case these will be in accordance with the timetable outlined in the Gainshare Implementation Plan.
- 24.7.** Following implementation, the parties shall meet to discuss the implementation as a whole, including a cost and benefit review.
- 24.8.** The Supplier shall provide regular updates to the Authority on: (a) gainshare Service Improvement Proposals that have been submitted to Contracting Authorities for consideration, and (b) the resultant benefits that have been derived from Service Improvement Proposals which have been implemented.

- 24.9. Such information may be collated by the Authority as part of the Management Information process.

## **25. COPYRIGHT AND INTELLECTUAL PROPERTY - MANDATORY REQUIREMENTS**

- 25.1. This paragraph describes the mandatory copyright and intellectual property requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework Agreement.
- 25.2. All commissioned bespoke materials will be the property of the Contracting Authorities and will be subject to Crown copyright. (There may be exceptions to this if agreed with the Contracting Authorities in advance).
- 25.3. The Supplier may wish to use the Contracting Authority's materials elsewhere in the public sector, permission may be given but Contracting Authorities reserve the right to withhold such permission where it is not in the interests of the Contracting Authorities or their governing bodies to grant such permission.

## **26. TRANSITION - MANDATORY REQUIREMENTS**

- 26.1. This paragraph describes the Transition mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Framework Agreement.
- 26.2. The Supplier will be required to work with the incumbent supplier to ensure a smooth transition. It should be noted that there may be transitional arrangements in place that allow for the existing supplier to complete requirements that commenced under the previous contract.
- 26.3. The Supplier shall work with individual Contracting Authorities to agree the transition of their existing contractual arrangements to this Framework Agreement.
- 26.4. Annex A: Transition List is provided to enable the Supplier to understand the scope and breadth of scalability required for this requirement. It sets out the number of key potential Contracting Authorities and the associated historical value GBP£ for the period April 2016 to February 2017/, who may wish to transition from the current Civil Service Learning Framework Agreement to this new Framework Agreement.
- 26.5. The transition period shall be from Framework Commencement Date until 31 December 2017. Contracting Authorities will have differing transition timescales based on the scale and complexity of their requirements. Therefore the actual timing of transition will be agreed between the Contracting Authority and the Supplier at Call Off Contract stage.
- 26.6. The Supplier shall provide a Transition Plan to the Authority within 14days of the Framework Commencement Date.
- 26.7. During the Transition Period the Supplier shall:
- 26.7.1. Liaise with Contracting Authorities and the provider on their current provision, to understand and enable the successful completion of all the implementation activities;
  - 26.7.2. Work with Contracting Authorities to produce a mutually agreeable Transition Plan, which sets out when individual Contracting Authorities will be transitioned from their current arrangement to this Framework Agreement;
  - 26.7.3. Appoint an Implementation Team as detailed in, paragraph 15 (Implementation of Contracting Authorities' Call Off Contracts) of this document, who shall be responsible for the implementation of Contracting Authorities' Call Off Contracts;

- 26.7.4. Ensure that all risks associated with the transition process and period are identified and minimised to ensure a seamless change of control between any providers of the current provision, and the Supplier; and
- 26.7.5. Provide all necessary evidence of achievement against the mutually agreed milestone timescales to the Authority, and to Contracting Authorities where applicable.
- 26.8.** The Authority will monitor progress of implementation against the agreed Transition Plan on a regular basis, with input from applicable Contracting Authorities where required. This shall include but is not limited to discussion, and/ or actions agreed with the Supplier during Supplier Review Meetings.
- 26.9.** In cases where the Supplier is found to be falling behind schedule, and therefore not on target to meet a specific milestone timescale within the Transition Plan, the Authority, and Contracting Authorities where applicable, will request information relating to the reasons for any slippage, together with details of the remedial actions taken by the Supplier to rectify the situation.
- 26.10.** As a minimum, the Supplier's Transition Plan should include the following:
- 26.11.** Milestone timescales for transitioning Contracting Authorities onto the Framework;
- 26.12.** Contracting Authority's Approval, and governance procedures where appropriate;
- 26.13.** Details of how Suppliers will communicate transition activities and timescales with the applicable Contracting Authorities; Details of further information that may be required from the Authority and / or the applicable Contracting Authority in order to commence transition activities; and
- 26.14.** Specialist resources and/ or systems that may be used (if appropriate).
- 26.15.** The Supplier shall continuously update the Transition Plan and provide a revised version to the Authority, and Contracting Authority where applicable, in cases where changes are required by request or fault of the Contracting Authority or Authority.
- 26.16.** The Contracting Authority reserves the right to request that additional information be added to the Transition Plan, in addition to the list set out above.

## **27. EXIT - MANDATORY REQUIREMENTS**

- 27.1.** This paragraph describes the exit mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authority's Call Off Contract. Please refer to Framework Schedule 25: Security and Call-Off Contract Schedule 7: Security and Framework Schedule 23: Exit Management and Call-Off Contract Schedule 9: Exit Management.
- 27.2.** At the start of the Framework Agreement period the Authority shall require the Supplier to provide details of a proposed secure exit strategy and high level plan for all Contracting Authorities. The exit strategy and high level plan shall be agreed in writing with the Authority prior to any transitioning of the Contracting Authority under any Call Off Contracts. In implementing the exit strategy and high level plan the Supplier shall ensure that a smooth transition is effected for all Contracting Authorities from their current Call Off contract with the Supplier across to any new contract arrangements under any new Supplier, and that the Supplier shall work collaboratively with any new supplier appointed.
- 27.3.** At the end of this Framework Agreement and subsequent Call Off Contracts, the Authority and the Contracting Authorities shall require all current and historic data and all profiles to be securely cleansed, in a manner achieving the security outcomes described in Framework Schedule 25: Security and Call-Off Contract Schedule 7:

Security and transferred by the Supplier to any new Supplier and shall maintain and destroy data in accordance with Framework Schedule 25: Security and Call-Off Contract Schedule 7: Security and Framework Schedule 23: Exit Management and Call Off Contract Schedule 9: Exit Management at no extra cost to the Contracting Authority. The Supplier shall confirm in writing when all data has been destroyed.

- 27.4.** Upon expiry of the Call Off Contracts, the Supplier shall deliver the same exit strategy requirement to the successful Supplier of the next Contract, sourced by the Authority and/or the Contracting Authority.
- 27.5.** The new supplier shall work with the Contracting Authority's incumbent Supplier to affect a systematic, planned and robust transfer of profiles and management information to ensure continuity of service.
- 27.6.** 6 months prior to the expiry of the Framework Agreement the Supplier shall deliver their robust exit strategy that has been agreed with the Contracting Authority.
- 27.7.** The exit strategy shall include but not be limited to the following information:

**12 months prior to go live with a new supplier the Supplier shall provide:**

- (i) The Contracting Authority with named Supplier personnel appropriate experienced who will work with the Contracting Authority to develop and implement the agreed exit strategy;
- (ii) Each Contracting Authority updated Call Off Contract Check List (clearly outlining where things have changed during the lifetime of the relevant Call Off Contract i.e. preferred payment terms, Learning and Development policies etc.;
- (iii) All User profiles for the Contracting Authority, including unique reference, including email address and contact number;
- (iv) Spend volume and transaction numbers broken down for the Contracting Authority and for further broken down by learning product;
- (v) Payment methods used by Contracting Authority;
- (vi) A mutually agreed communications plan to the Contracting Authority; and
- (vii) Executing mutually agreed strategy around live service requirements, including but not limited to supporting live service requirements after contract expiry including refunds, changes and exchanges.

**3 months prior to go live with a new supplier the Supplier shall provide:**

- (i) A refreshed Final Data Set, to capture any service requirements that had a longer lead time OR paid invoices that have come in after the contract expiry date.

**Go Live with a new supplier the Supplier shall provide:**

Written confirmation to the Authority that all HMG data has been securely erased in a manner achieving the security principle implementation outcomes described in Framework Schedule 25: Security and Call-Off Contract Schedule 7: Security.

## APPENDIX 1 – LEARNING PORTAL AND CATALOGUE OF COURSES

### 1. INTRODUCTION

- 1.1. This Appendix 1 specifies the scope of the Learning Portal and Catalogue of Courses specific requirements that the Supplier shall make available to Contracting Authorities and their Customer(s).
- 1.2. Additionally there may be other services that are required and these will be further specified at the Call Off Contract stage.
- 1.3. The requirement is for the provision of a free to access, flexible, high quality and value for money Learning Portal and Catalogue of Courses to Contracting Authorities and their Customer(s).
- 1.4. The contents of this Appendix 1 shall apply to each Order made in relation to a requirement for a Learning Portal & Catalogue of Courses.
- 1.5. At such time as a Contracting Authority places a Call Off Contract the precise details of the Services ordered will be specified in the ensuing Order(s).

### 2. SCOPE OF THE REQUIREMENT

- 2.1. The Supplier shall implement, manage, administer and maintain a free to access secure web based public learning portal, hosting a catalogue of courses.
- 2.2. The Supplier shall provide free access to a catalogue of courses in a broad range of subject areas, which are regularly refreshed, can be used either off the shelf or customised and either sourced in-house or via subcontracting arrangements.
- 2.3. The Supplier shall provide a course catalogue development plan, within two (2) weeks of the Framework Agreement commencement date, setting out how they will work with the Authority and Contracting Authorities to develop and increase the range of off-the-shelf training and bespoke curriculum of core courses, where there is growing demand.
- 2.4. The Supplier shall ensure that the secure web based public learning portal will become accessible with the initial catalogue of off the shelf training as agreed with the Authority and made available for delivery within eight (8) weeks of the Framework Agreement commencement date.
- 2.5. The services will include but shall not be limited to:
  - 2.4.1 Accredited professional qualifications
  - 2.4.2 Professional and off the shelf courses
  - 2.4.4 Open, closed and public courses
  - 2.4.5 Online courses (including e-learning and interactive peer learning and facilitated online sessions)
  - 2.4.6 Access to learning resources e.g. webinars, online lectures, learning apps, Mooks, hacks
- 2.6. The Supplier shall provide a range of learning delivery methods, which will include as a minimum:
  - 2.5.1 Face-To-Face
  - 2.5.2 Blended
  - 2.5.3 Distance Learning

#### 2.5.4 Electronic and web based learning

- 2.7. The Supplier shall work with CSL in the event that it decides to make its own learning products and materials available to other public sector Contracting Authorities through the Learning Portal and Catalogue of Courses. Precise arrangements shall be agreed at Call Off contract stage.
- 2.8. The Supplier shall work with individual Contracting Authorities, as required, to create a bespoke catalogues of courses designed for each individual customer, which may include the requirement for a closed website on a private portal. Contracting Authorities may also require administration rights on the website to make text amends and other small changes. Precise requirements shall be defined and costs agreed within the Call Off Contracts, established under this Framework Agreement.
- 2.9. It is envisaged that the Framework Agreement will be accessed by a broad Contracting Authority base with differing requirements. The Supplier shall have flexibility and scalability to meet the current and future learning needs and strategies of public sector Contracting Authorities.

### 3. MANDATORY SERVICE REQUIREMENTS

#### Functional Requirements

- 3.1. The Supplier shall ensure that the secure web based learning portal will provide, but shall not be limited to the functional requirements outlined below.
- 3.2. The ability to be modified to meet the specific Information Technology (IT) requirements of individual Contracting Authorities. Details shall be defined within a Contracting Authority's Call Off Contract, established under this Framework Agreement.
- 3.3. The Supplier shall develop its systems to meet user needs and the service standards set out by the Government Digital Service. These service standards are available at <https://www.gov.uk/service-manual/digital-by-default>
- 3.4. The Supplier's web based learning portal shall be suitable for interfacing with Contracting Authority's existing Learning Management Systems (LMS). Details shall be defined within the Call Off Contract, established under this Framework Agreement.
- 3.5. The Supplier shall work with CSL and be capable of delivering the requirements for the development of their Learning Platform; details of the CSL current LMS and the potential requirements are outlined in Annex C. The CSL precise requirements will be defined and costs agreed at Call Off contract stage.
- 3.6. The Supplier shall ensure that the secure web based learning portal can be accessed from a Contracting Authority's intranet via a link and the look can be customised and branded with a corporate image.
- 3.7. The Supplier shall ensure that Contracting Authorities shall be able to create an unlimited number of online accounts with individual password protected log-in details.
- 3.8. The Supplier shall provide, on request from Contracting Authorities, a new password for the named account. The new password shall be sent to the nominated email address within a twenty four (24) hour duration (assuming a standard working week pattern) from the initial request.
- 3.9. The Supplier shall ensure that access to the catalogue of courses will be provided through a user friendly and intuitive system, which is easy to navigate from initial login to final completion of booking.
- 3.10. As a minimum, the learning portal will include the following features:
  - A search or browse function

- Provide a description of each course as well as the delivery method for a specific course
- View course dates, locations and places available
- A real time course booking system
- Order confirmation and course date reminder emails
- Flexible online/offline payment methods

### Catalogue of Courses

- 3.11.** The current known subject areas and courses that are expected to be included on the Catalogue of Courses are listed in Annex D. This list is not exhaustive and it does not imply any specific subject area limitations or commitment from Contracting Authorities. The details are provided here so that potential providers have an indicative notice of the range and types of courses and qualifications that are currently envisaged at this time for this requirement.
- 3.12.** The Supplier shall ensure a sustainable and wide range of, courses and qualifications are available at attractive discounted rates from an extensive range of suppliers.
- 3.13.** The Supplier shall optimise economies of scale to match or better existing levels of discounts provided by competitors.
- 3.14.** The Supplier shall perform effective and competitive benchmarking across the supply chain, to ensure delivery of value for money, in relation to market prices on a regular basis, throughout the duration of the Framework Agreement and any Call Off Contracts.
- 3.15.** The Authority may, based on the benchmarking undertaken, require the Supplier to demonstrate and justify any variance from the norm or any other aspect of the findings for the purposes of demonstrating and justifying “value for money” obtained from the services provided.
- 3.16.** The Supplier shall provide evidence and validate that they are providing best value for money in the market, throughout the duration of the Framework Agreement and any Call Off Contracts.

### Maintenance and Upgrades

- 3.17.** The Supplier shall carry out any modifications or changes to the learning portal and Contracting Authority’s online catalogues with minimum disruption and shall be completed out of normal office working hours. Timing of any such changes shall be agreed in advance with the respective Contracting Authorities.

### **3.18.** Management Information and Reporting

The Supplier shall provide to Contracting Authorities, a monthly report which includes, as a minimum:

- Spend by Contracting Authority
- Spend through SME’s
- Performance against KPI’s / SLA’s
- Savings
- Any information received from Users about the level of service provided
- Any complaints, issues or suggestions for improvement and any corresponding actions being taken or recommendations for action.

- 3.19.** The Supplier shall provide to Contracting Authorities tailored Management Information to an agreed frequency of delivery which should include the above information and any additional information requested. This will be agreed at the Call Off Contract stage.

## **APPENDIX 2 – SOURCING**

### **1. INTRODUCTION**

- 1.1.** This Appendix 2 specifies the scope of the Sourcing services specific requirements that the Supplier shall make available to Contracting Authorities and their Customer(s).
- 1.2.** Additionally there may be other services that are required and these will be further specified at the Call Off Contract stage.
- 1.3.** The requirement is for the provision of a cost effective, flexible, high quality and value for money Sourcing services to Contracting Authorities and their Customer(s).
- 1.4.** The contents of this Appendix 2 shall apply to each Order made in relation to a requirement for a Learning Portal & Catalogue of Courses.
- 1.5.** At such time as a Contracting Authority places a Call Off Contract the precise details of the Services ordered will be specified in the ensuing Order(s).

### **2. SCOPE OF THE REQUIREMENT**

- 2.1.** The Supplier shall implement, manage, administer and maintain a Sourcing service, which is flexible to meet with Contracting Authority's differing requirements.
- 2.2.** In addition to providing learning products from within its own organisation, the Supplier shall provide access to a dynamic pool of best in class suppliers and trainer resource through subcontracting relationships with either prime suppliers and through an open market competitive process.
- 2.3.** The Supplier shall source learning products that match to Contracting Authority's exact requirements and provides best value for money across all subject areas, and learning platforms, from traditional to leading-edge. These include, but are not limited to: classroom, instructor led, blended, virtual, web-based, digital, and other advanced technological solutions.
- 2.4.** The services will include but shall not be limited to;
- Engaging with the market to create a dynamic supply chain through subcontracting arrangements
  - Supply chain vetting and selection (financial, capability, stability, quality assurance etc.)
  - Managing the gateway spend approvals process
  - Reviewing the requirements specification to ensure fitness for purpose
  - Running the external procurement process
  - Defining external procurement award criteria
  - External tender evaluation and recommendation (with customer input if required)
  - Providing feedback to participating bidders of an external tender exercise
  - Formalising contract award with subcontractors
  - Finalising Contract Terms and Conditions
  - Performance Monitoring

- Management of payment to subcontractors
  - Consolidated customer invoice
  - Management information on spend
- 2.5.** The Supplier shall provide the contract management function, including performance management, of its own internal resource as an integral part of this service.
- 2.6.** The Supplier shall provide an on demand sourcing service to support the delivery of Contracting Authority's apprenticeship programmes. The Supplier should note, given the changing apprenticeship landscape and the ever-changing wider economic context, the Authority may consider other options for procuring apprenticeship services, which may result in alternative routes to market being introduced for specified categories and/or values of spend.
- 2.7.** The services will include but shall not be limited to:
- 2.7.1. Sourcing training providers who must be registered on the Skills Funding Agency (SFA) register of apprenticeship training providers (RoATP) via the main or supporting application routes; and
  - 2.7.2. Providing access to independent end-point assessment organisations who must be registered on the Education and Skills Funding Agency (ESFA) register of apprentice assessment organisations as and when required.
- 2.8.** It is envisaged that the Framework Agreement will be accessed by a broad Contracting Authority base with differing requirements. The Supplier shall have flexibility and scalability to meet the current and future sourcing needs and strategies of public sector Contracting Authorities.

### **3. MANDATORY SERVICE REQUIREMENTS**

- 3.1.** The Supplier shall use their experience and buying power to source the solution that is the best value for money and adopt the route that will provide the main opportunity for savings through either in-house, prime sourcing process efficiency and or open market competition.
- 3.2.** The Supplier shall work to the Government's SME agenda in creating and managing its supply chain by removing perceived barriers to supply and unpalatable commercial and procedural relationships for all suppliers.
- 3.3.** The Supplier shall use multiple channels of communication to alert potential subcontractors to opportunities, which will include as a minimum:
- 3.3.1. A supplier portal advertising tender opportunities, which also contains a help section providing guidance on registering as a potential subcontractor, submitting proposals and offering support and advice throughout the tendering process;
  - 3.3.2. A Supplier FAQ and web form for posting enquiries to the Help Desk;
  - 3.3.3. The appointment of a SME Champion to promote the use of SME's and make the opportunities more accessible to them;
  - 3.3.4. A repository of case studies highlighting SME success stories; and
  - 3.3.5. An invoicing guide containing information of what is needed to go on to an invoice to ensure prompt payment

#### Selection and Appointment of Sub-Contractors

- 3.4.** The Supplier should note that all subcontractors appointed to the supply chain will be subject to the provisions set out in the framework agreement under clause 26 Supply chain rights and Protection.
- 3.5.** The Supplier shall have robust processes in place for the selection and appointment of all subcontractors and this will include as a minimum:
  - 3.5.1. Initial and ongoing assessment against the following selection criteria:
    - 3.5.1.1. Financial stability
    - 3.5.1.2. Technical capability
    - 3.5.1.3. Capacity
    - 3.5.1.4. Quality
    - 3.5.1.5. Value for money

#### Procurement Process

- 3.6.** The Supplier shall provide full support to the management of the Contracting Authority gateway spend approvals process, where required, this will include;
  - 3.6.1. Advising applicants on the completion of requests and ensuring the appropriate level of detail is provided;
  - 3.6.2. Receiving application requests for the purchase of learning and development;
  - 3.6.3. Reviewing applications with Contracting Authority panel to determine the best value for money procurement route for all learning requests. All Contracting Authority internal delivery route options must have been exhausted due to a lack of capacity, capability or technical knowledge on the training subject matter;
  - 3.6.4. Recording the panel outcomes showing a clear rationale for the decision, relaying the info back to the applicant and working with them from procurement through to delivery of the solution; and
  - 3.6.5. Notifying applicants of the decision, relaying the information back to the applicant and working with them from procurement through to delivery of the solution
- 3.7.** The Supplier shall be able to demonstrate on request, transparent evidence to support the best value for money decision on the choice for selection and appointment of Contracting Authority's learning provider and this should include the qualitative, technical, innovative and sustainable aspects of the sourcing route as well as cost effectiveness.
- 3.8.** Where the Supplier nominates a source of supply and the Contracting Authority requires an open competition process to be followed, then the charges will be agreed under the relevant additional services cost model.
- 3.9.** The Supplier shall ensure that when required to conduct a competitive procurement exercise on the open market that they comply with the business rules specified by Contracting Authorities in terms of evaluation criteria, timescales for bidder's responses and minimum number of quotes required.
- 3.10.** The Supplier shall provide feedback to bidders on why their bid was, or was not, successful.

#### Performance Monitoring

- 3.11.** The Supplier shall have in place a monitoring process that ensures that its subcontractors continue to meet the requirements of the Framework Agreement.

- 3.12.** The Supplier shall ensure subcontractors performance is continually monitored throughout their engagement. The nature and frequency of monitoring will be determined according to the critical or high priority nature of assignments, in addition to the volume and value of work being sub-contracted.
- 3.13.** The Supplier shall operate a Service Improvement Plan (SIP) to address and resolve subcontractor performance issues so as to ensure Contracting Authority's requirements are delivered.
- 3.14.** The Supplier shall ensure continuous improvement and development of sub-contractor capacity and capabilities.
- 3.15.** The Supplier shall perform effective and competitive benchmarking across the supply chain, to ensure delivery of value for money, in relation to market prices on a regular basis, throughout the duration of the Framework Agreement and any Call Off Contracts.

#### Management Information and Reporting

- 3.16.** The Supplier shall provide to Contracting Authorities, a monthly report which includes, as a minimum:
  - 3.16.1. Spend by Contracting Authority
  - 3.16.2. Spend through SME's
  - 3.16.3. Performance against KPI's / SLA's
  - 3.16.4. Savings
  - 3.14.5 Any information received from learners about the level of service provided;
  - 3.14.6 Any complaints, issues or suggestions for improvement and any corresponding actions being taken or recommendations for action.
- 3.15** The Supplier shall provide to Contracting Authorities tailored Management Information to an agreed frequency of delivery which should include the above information and any additional information requested. This will be agreed at Call Off Contract Award Stage.

## APPENDIX 3 – ADMINISTRATION AND SUPPORT SERVICES

### 1. INTRODUCTION

- 1.1. This Appendix 3 specifies the scope of the Administration and Support Services specific requirements that the Supplier shall make available to Contracting Authorities and their Customer(s).
- 1.2. Additionally there may be other services that are required and these will be further specified at the Call Off Contract stage.
- 1.3. The requirement is for the provision of a cost effective, flexible, high quality and value for money Administration and Support Services to Contracting Authorities and their Customer(s).
- 1.4. The contents of this Appendix 3 shall apply to each Order made in relation to a requirement for the Administration and Support Services.
- 1.5. At such time as a Contracting Authority places a Call Off Contract the precise details of the Services ordered will be specified in the ensuing Order(s).

### 2. SCOPE OF THE REQUIREMENT

- 2.1. The Supplier shall implement, manage, administer and maintain Administration and Support Services, which are flexible to meet with Contracting Authority's differing requirements.
- 2.2. The Supplier shall deliver customer focused, end-to-end, scalable administration and learner support solutions that are designed to ensure the highest quality user experience whilst streamlining processes and reducing costs. .
- 2.3. The services will include but shall not be limited to;
  - Online booking and registration process
  - Planning and schedule management
  - Management of waiting lists, confirmations, joining instructions, transfers, cancellations and amendments
  - Delegate management, pre-course administration and communications
  - Logistical planning and coordination of trainers and learners
  - Location sourcing
  - Inventory management, course materials printing and distribution
  - Catalogue course management
  - Evaluation of all aspects of a course or product
  - Invoice payments and consolidated invoicing
  - Learning administration service desk, dedicated telephone and online assistance helpdesk, which also provides learning advisory service
  - Apprenticeship administration and support services
  - Management Information
- 2.4. It is envisaged that the Framework Agreement will be accessed by a broad Contracting Authority base with differing requirements. The Supplier shall have flexibility and

scalability to meet the current and future Administration and Support Services needs of public sector Contracting Authorities.

### **3. MANDATORY SERVICE REQUIREMENTS**

- 3.1.** Courses delivered to Contracting Authorities may fall into three categories:
- 3.1.1. Those led exclusively by trainers or facilitators provided directly through the Suppliers own internal resources;
  - 3.1.2. Those led by trainers or facilitators that the Supplier has sourced via subcontracting arrangements; and
  - 3.1.3. Those where the Supplier may chair or assist but the lead role in delivery will be Contracting Authority staff.
- 3.2.** The Supplier, at the Contracting Authority's request will provide a full service (scheduling, booking, administration etc.) where a course is being led by Contracting Authority staff. Such courses will quote a price to take account of the fact that the Supplier is not directly responsible for the training delivery but only the administration.

#### **Scheduling**

- 3.3.** The Supplier shall work with Contracting Authorities, where applicable, to establish a schedule of courses and demand for the next 12 months, mapping course demand to the right trainers, in the right location using the most effective suppliers and venue.
- 3.4.** The Supplier shall provide an intelligent scheduling function, where applicable, consisting of a provisional 6 month schedule which is to be drawn up in partnership with the Contracting Authority with a rolling 3 month definitive schedule of what runs, where, when and who by. The Supplier shall provide an actively managed waitlist function to sit alongside this.
- 3.5.** The Supplier shall continually analyse demand and calendars to improve the scheduling of courses so as to increase delegate attendance and reduce cancellation rates.

#### **Booking**

- 3.6.** The Supplier shall manage all aspects of the booking process, for courses provided in house and with third-party providers, including handling all product related enquiries and accepting individual and group bookings. Firm bookings should only be accepted if accompanied by relevant financial approval.
- 3.7.** The Supplier shall provide the following:
- 3.7.1. An easy to use booking platform that shows learning products, surrounding information, be consistent with the Contracting Authority brand and link to the Contracting Authority LMS;
  - 3.7.2. Confirmations (you are on this course; you are on a wait list, etc.) these shall be sent automatically and immediately following a booking;
  - 3.7.3. Redirection (this course is full; the next date is...; the next date at this location is...; an alternative is e.g. eLearning/website resources) – information shall be sent within 24 hours where a booking cannot be accepted;
  - 3.7.4. Joining instructions shall be sent in advance (period to be determined at Call Off contract stage) and should include key information such as a welcome letter, programme/timetable, map, venue information, what ID is needed at that venue and, requesting the learner to identify any special needs/reasonable adjustments;
  - 3.7.5. Pre-course work – details shall be sent at an appropriate time, sometimes in advance of the joining instructions, dependent on the work required;

- 3.7.6. Key data relating to bookings; the Supplier shall also have a unique identifier mechanism to distinguish between different individuals with the same name;
  - 3.7.7. Contingency arrangements, these shall be set out for key risk areas such as the last minute illness of a trainer, last minute changes to a venue and managing courses during severe disruption e.g. adverse weather or planned disruption to travel;
- 3.8. The Supplier shall agree precise requirements with Contracting Authorities at the Call Off contract stage.

### **Evaluation**

- 3.9. The Supplier shall provide standard and consistent evaluation systems that are easy to understand and use, integrated with, and supportive of, Contracting Authority other HR and learning processes.
- 3.10. The Supplier shall ensure that evaluation activity has minimal impact on the Contracting Authority's business workload, and that it provides robust and easily accessible, user-friendly management information for the learning community and the business.
- 3.11. The Supplier shall actively measure the impact and effectiveness of the learning to performance manage the supply chain and trainers to ensure the learning content and delivery is continuously improved.
- 3.12. The Supplier shall work with Contracting Authorities to design an evaluation system focussed on the four levels of evaluation (as defined by Kirkpatrick), that allows the Contracting Authority to quickly and easily assess the quality of its products, the business benefits of learning, the return the learning brings and metrics of customer service and support.
- 3.13. The Supplier may be required to work with Contracting Authorities to design evaluation systems that consider the more anthropological return on expectations (ROE) and the more economically based return on investment (ROI). The precise requirements shall be specified at Call Off contract stage and the price agreed in accordance with the additional services cost model.
- 3.14. The purpose of the Contracting Authority's evaluation activities is to continuously improve the quality of learning. Continuous improvement in the contractual performance measures will be required and the Supplier shall be required to evidence actions taken to monitor and improve the quality of learning and their trainers.
- 3.15. The Supplier shall adopt standards by which all aspects of learning and development activities, course, product, or trainer performance can be objectively assessed and measured.
- 3.16. The Supplier shall ensure objective and reliable evidence is available, as and when requested by the Authority and or Contracting Authorities, to demonstrate quality-assured best-practice is being attained in all aspects of its learning and development services.

### **Customer Service and Helpdesk**

- 3.17. The Supplier shall deliver a high quality customer experience in response to all queries and complaints, demonstrating expertise and a willingness to please the customer.
- 3.18. The Supplier shall provide a first line helpdesk and telephone service for users.
- 3.19. The type of queries that the Supplier shall answer, will include but not be limited to:
  - 3.19.1. Users experiencing difficulties registering.
  - 3.19.2. Users experiencing difficulties accessing e-learning programmes.

- 3.19.3. Queries from users regarding lost or forgotten passwords.
- 3.19.4. Queries from users about their learning records.
- 3.19.5. Queries from users regarding certification courses.
- 3.19.6. Queries from users regarding how to book from the catalogue of courses.
- 3.19.7. Programme and course specific questions.
- 3.19.8. General queries about the learning platform.
- 3.19.9. Informing users of service issues.

**3.20.** If the Supplier receives queries not directly related to the Service delivery or where the Contracting Authority intervention may be required (e.g. those relating to the Contracting Authority strategy, policy and curriculum content), the Supplier shall redirect such queries to the most appropriate organisation e.g. the Contracting Authority, Department, learner's line manager.. The Supplier must liaise with other Contracting Authority partners (e.g. digital learning content providers, hosting services, technical developers) to ensure that (all technical / IT-related) queries are resolved promptly, effectively and to the satisfaction of the learner.

**3.21.** The Supplier shall ensure at all times that the technological expertise, equipment and other resources (including staffing levels) are sufficient to offer the learner at all times, a continual and reliable support service. This service shall include a technical help desk facility and a single point of contact for the purpose of escalating any service-related complaints or other services issues that may arise throughout the contract period.

**3.22.** The helpdesk service must be available between 08.00 and 18.00 Monday to Friday (excluding public and bank holidays). The Contracting Authority will keep these hours under review and these may be subject to change.

### **Apprenticeship Administration and Support Services**

**3.23.** The Supplier shall provide apprenticeship administration and support services to assist in the delivery of Contracting Authority's apprenticeship programmes. The Supplier should note, given the changing apprenticeship landscape and the ever-changing wider economic context, the Authority may consider other options for procuring apprenticeship services, which may result in alternative routes to market being introduced for specified categories and/or values of spend.

**3.24.** The services will include but shall not be limited to:

- 3.24.1. A selection and assessment service for the sourcing, recruitment and administration of the apprentices; drafting job descriptions, attracting candidates, eligibility and skills screening, long-listing and shortlisting, interview scheduling and references.

### Management Information and Reporting

**3.25.** The Supplier shall provide to Contracting Authorities, a monthly report which includes, as a minimum:

- Performance against KPI's / SLA's
- Savings
- Evaluation of events
- Bookings by curriculum area
- Number of delegates trained and location
- Delegates attendance by curriculum area

- Bookings by estate
  - Forecast course bookings
  - Administration summary
    - Number of phone calls
    - Number of email / e-helpdesk enquiries
    - Number of email / e-helpdesk queries
    - Number of invoices by event type / department
- 3.26.** The Supplier shall provide to Contracting Authorities tailored Management Information to an agreed frequency of delivery which should include the above information and any additional information requested. This will be agreed at Call Off Contract stage.

## **APPENDIX 4 – CONTRACT MANAGEMENT SERVICES**

### **1. INTRODUCTION**

- 1.1.** This Appendix 4 specifies the scope of the Contract Management Services specific requirements that the Supplier shall make available to Contracting Authorities and their Customer(s).
- 1.2.** Additionally there may be other services that are required and these will be further specified at the Call Off Contract stage.
- 1.3.** The requirement is for the provision of a cost effective, flexible, high quality and value for money Contract Management Services to Contracting Authorities and their Customer(s).
- 1.4.** The contents of this Appendix 4 shall apply to each Order made in relation to a requirement for the Supplier Management Services.
- 1.5.** At such time as a Contracting Authority places a Call Off Contract the precise details of the Services ordered will be specified in the ensuing Order(s).

### **2. SCOPE OF THE REQUIREMENT**

- 2.1.** The Supplier shall implement, manage, administer and maintain a Contract Management Service, which is flexible to meet with Contracting Authority's differing requirements.
- 2.2.** The Supplier shall act as the single point of contact with responsibility for the ongoing relationship and performance management of third party learning and development suppliers, this may include apprenticeship training providers, assigned to the Contracting Authority's project from initiation to close.
- 2.3.** Where the Supplier sources the requirements through its own internal resources, then the Supplier shall perform the contract management activities as an integral part of the sourcing service (Tier 2) at no additional cost to the Contracting Authority.
- 2.4.** The services will include but shall not be limited to;

- Regular performance reviews based on KPI's and SLA's
- Management of supplier performance issues and conflict resolution
- Alignment of suppliers to customers organisational values, procedures and adherence to policies and standards
- Negotiations throughout the contract management phase
- Management of supplier exit/renewal
- Assessment/verification of course content/trainer delivery
- Standardisation of training evaluation criteria/methodology
- Benchmarking of performance, quality and price
- Annual internal supplier awareness sessions
- Performance management information

2.5. It is envisaged that the Framework Agreement will be accessed by a broad Contracting Authority base with differing requirements. The Supplier shall have flexibility and scalability to meet the current and future Supplier Management Services needs of public sector Contracting Authorities.

### **3. MANDATORY SERVICE REQUIREMENTS**

- 3.1. The Supplier shall work with Contracting Authorities to develop a contract management plan, which will outline the processes for managing the contract and set out how the obligations of all the parties should be carried out effectively and efficiently.
- 3.2. The Supplier shall conduct a continuous risk analysis and assessment throughout the period of the contract and work with Contracting Authorities and subcontractors to effectively manage and mitigate the risks that arise.
- 3.3. The Supplier shall promote the development of mutual trust and confidence in the relationship between Contracting Authorities and subcontractors so that all parties are proactive and innovative in bringing forward improvements and savings to mutual benefit.
- 3.4. The Supplier shall ensure that the actual service provided by the subcontractor is in accordance with the agreed contract standards, costs are maintained or reduced, and service improved.
- 3.5. The Supplier shall put in place appropriate contract administration procedures to ensure formal management of the contract, effective contract maintenance and change control.
- 3.6. The Supplier shall ensure changes within the contract are effectively negotiated to optimise the contract outputs, maximise financial terms and to ensure that value for money is secured.
- 3.7. The Supplier shall develop a contract exit strategy and manage the seamless transfer to another supplier, if required, to ensure continuity of service provision. Drive continuous improvements in relation to performance, quality and price/value

#### Performance Monitoring

- 3.8. The Supplier shall drive continuous improvements in relation to performance, quality and price/value.

- 3.9.** The Supplier shall deliver annual internal awareness events to ensure the supply chain understands the requirements of the Contracting Authority's call off contract so as to Apprenticeship providers ensure compliance with its obligations.
- 3.10.** The Supplier shall have in place a monitoring process that ensures that its subcontractors continue to meet the requirements of the Contracting Authority's Contractual Terms, Service Levels and Performance Measures of the contract throughout the lifetime of each assignment.
- 3.11.** The Supplier shall notify Contracting Authorities of any issues and raise any concerns they have with regards to an apprenticeship training providers compliance with the ESFA funding and performance management rules as set out in the link below;  
<https://www.gov.uk/government/publications/apprenticeship-funding-and-performance-management-rules-2017-to-2018>
- 3.12.** The Supplier shall ensure subcontractors performance is continually monitored throughout their engagement with the Contracting Authority's Customers. The nature and frequency of monitoring will be determined according to the critical or high priority nature of assignments, in addition to the volume and value of work being sub-contracted.
- 3.13.** The Supplier shall conduct contract performance benchmarking focused on the efficiency of delivery and looking at cost, service quality and driving KPIs.
- 3.14.** The Supplier shall operate a Service Improvement Plan (SIP) to address and resolve subcontractor performance issues so as to ensure Contracting Authority's requirements are delivered.
- 3.15.** The Supplier shall ensure the course content and trainer delivery is consistent and monitored so that the quality is maintained to the highest standards and delegates acquire a sound learning experience.

#### Management Information

- 3.16.** The Supplier shall have the flexibility to provide service performance reports and management information about all performance measures or only about exceptions – that is, instances when performance differs from what was expected.
- 3.17.** The Supplier shall have the ability to access more detailed performance information to facilitate trend analysis and investigate exceptions and provide to Contracting Authorities tailored Management Information to an agreed frequency of delivery. This will be agreed at Call Off Contract stage.

## APPENDIX 5 – ADDITIONAL SERVICES

### 1. INTRODUCTION

- 1.1. This Appendix 5 specifies the scope of the Additional Service requirements that the Supplier shall make available to Contracting Authorities and their Customer(s).
- 1.2. Additionally there may be other services that are required and these will be further specified at the Call Off Contract stage.
- 1.3. The requirement is for the provision of a cost effective, flexible, high quality and value for money additional Bespoke Services to Contracting Authorities and their Customer(s).
- 1.4. The contents of this Appendix 5 shall apply to each Order made in relation to a requirement for the Additional Services.
- 1.5. At such time as a Contracting Authority places a Call Off Contract the precise details of the Additional Service ordered will be specified in the ensuing Order(s).

### 2. SCOPE OF THE REQUIREMENT

- 2.1. The Supplier shall provide access to Additional Services to meet with Contracting Authority's differing requirements. The services will include but shall not be limited to;
  - Learning Consultancy - Expert guidance and advice for the development and design of any aspect of the Learning Development strategy (this could cover organization learning strategy and or course / programme strategy) including apprenticeships. This may include any aspect of the Learning and Development life cycle from needs analysis, planning and designing learning products, drafting specification of requirements, learning delivery, evaluating learning outcomes to measuring return on investment.
  - Project Management - The management and delivery of programs and projects designed to enhance the effectiveness of the Contracting Authority's Learning and Development.
  - LMS Systems Development - The design, build and development of a new or the integration of an existing Learning Management Platform and the development and delivery of online learning content.
- 2.2. It is envisaged that the Framework Agreement will be accessed by a broad Contracting Authority base with differing requirements. The Supplier shall have flexibility and scalability to meet the current and future Additional Service needs of public sector Contracting Authorities.

### 3. MANDATORY SERVICE REQUIREMENTS

#### Learning Consultancy

- 3.1. The Supplier shall provide advice and assurance to support Contracting Authority's in-house teams to develop their learning and development strategies and plans including development of solutions and systems.
- 3.2. The Supplier shall outline the different delivery options available to the Contracting Authority with a clear assessment of each option including, but not limited to, the practicality, timescales, cost, and comparative value for money and risk. This shall

include producing reports, outlining strategies, identifying programs of work to achieve the required efficiencies and outcomes.

- 3.3.** The Supplier shall provide advice and guidance to ensure compliance with new government apprenticeship levy coming into effect on 6 April 2017. Further information can be found in ESFA Guidance October 2016 – Apprenticeship Funding: rules and guidance for levy-paying employers, May 2017 – March 2018. This document can be found at:  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/562442/Apprenticeship\\_funding\\_rules\\_May\\_2017\\_to\\_March\\_2018\\_EMPLOYER\\_DOC.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/562442/Apprenticeship_funding_rules_May_2017_to_March_2018_EMPLOYER_DOC.pdf)
- 3.4.** As requirements will vary according to Contracting Authority's different requirements it is essential that the Supplier shall ensure that the Learning Consultants can be flexible in their approach and availability to provide time.
- 3.5.** The Supplier shall ensure that, wherever possible, the same individual Learning Consultant and/or teams will be available within the Contracting Authority's specified timescales, for the entire duration of the assignment and provide continuity of service in the event of key staff unavailability.
- 3.6.** The Supplier shall ensure that the Learning Consultants have the following traits:
- 3.6.1. proven, practical and first-hand experience of leading and /or advising on strategies within the public sector and/or with complex private sector organisations, across all aspects of the Learning and Development life cycle from needs analysis, planning and designing learning products, drafting specification of requirements, learning delivery, evaluating learning outcomes to measuring return on investment;
  - 3.6.2. the experience of working with senior leaders in a strategic context and developing confidential relationships and the ability to make an immediate positive impact;
  - 3.6.3. the experience of working across organisational boundaries and with external suppliers and partners;
  - 3.6.4. the ability to add to the knowledge capital through reference to prior experience and develop content rich "points of view" on strategic options, issues or risks to inform leadership and enable evidenced based decisions; and
  - 3.6.5. The ability to work in an agile fashion and deliver proactive and positive challenge/interventions at appropriate leadership levels.
- 3.7.** The Supplier shall provide the following subject experts roles and grade levels and other levels shall be provided as and when specified and agreed with the Contracting Authority;
- 3.7.1. Learning Consultant - Substantial proven experience in learning and development and/or organisational development depending on the client's requirements. They should be able to provide evidence of successful delivery of a wide range of high quality capability interventions and projects - from team level to organisation wide. They will have client facing experience and be seen as credible by senior stakeholders in an organisation.
  - 3.7.2. Principal Learning Consultant - Meets the consultant expertise in the learning and organisational development description but also has industry recognised experience planning design and implementation of complex capability projects. Significant evidence of at least 5 major high quality projects. They will have significant client facing experience and need to be seen as highly credible by the most senior stakeholders of an organisation.

- 3.8.** The Supplier shall have processes and systems in place for ensuring costs and pricing are managed appropriately. This shall include ensuring that the level of Learning Consultant assigned to Contracting Authority's specific assignments are appropriate to provide the right balance in terms of quality and cost effectiveness.

### **Project Management**

- 3.9.** The Supplier shall provide Learning and Development Project Management support to work with Contracting Authority's various internal and external stakeholders to scope, design, lead, manage and execute project plans to successfully deliver learning business objectives.
- 3.10.** The Supplier shall ensure that the Project Managers have the following traits:
- 3.10.1. experience of the full learning cycle, online learning platforms and learning systems with a track record of delivering end to end projects using formal project management methodology and with the ability to "do" as well as track and plan;
  - 3.10.2. communication and relationship management skills which inspire confidence in a manner that is inclusive and collaborative with the ability to influence in a confident, confidential and diplomatic manner with all stakeholders, including senior internal and external decision makers;
  - 3.10.3. a professional and flexible approach to work, the ability to prioritise, high attention to detail, first class organisation and networking skills and the ability to work well both as part of a team and under own initiative; and
  - 3.10.4. ability to understand and clarify Contracting Authority's requirements, and effectively communicate between technical and non-technical personnel.
- 3.11.** The Supplier shall provide a Project Manager with substantial industry recognised experience in their field and in the management and delivery of complex projects. They will have evidence of at least 5 major high quality learning and development projects and significant client facing experience.
- 3.12.** The Supplier shall have processes and systems in place for ensuring costs and pricing are managed appropriately. This shall include ensuring that the level of Project Manager assigned to Contracting Authority's specific assignments are appropriate to provide the right balance in terms of quality and cost effectiveness.

### **LMS Systems Development**

- 3.13.** The Supplier shall provide systems development support to administer learning systems, support technology integration, build and maintain high level of technical proficiency with all relevant learning platforms and content technology. This may also include the design and development of online learning content.
- 3.14.** As requirements will vary according to Contracting Authority's different requirements it is essential that the Supplier shall ensure that the Systems Developer can be flexible in their approach and availability to provide time.
- 3.15.** The Supplier shall ensure that, wherever possible, the same individual Systems Developer and/or teams will be available within the Contracting Authority's specified timescales, for the entire duration of the assignment and provide continuity of service in the event of key staff unavailability.
- 3.16.** The Supplier shall ensure that the Systems Developers have the following traits:
- 3.16.1. Technical experience with systems networking, databases, Web development, and user support.

- 3.16.2. Strong project management skills with effective results focus within an information systems environment.
  - 3.16.3. The ability to communicate effectively with Contracting Authority stakeholders to explain complex issues clearly and concisely and translate the needs of different teams into system developments;
  - 3.16.4. Creative, analytical and organised and have a high level of attention to detail, being able to solve problems quickly and effectively; and
  - 3.16.5. An awareness of current issues affecting the learning and development industry and its technologies.
- 3.17.** The Supplier shall provide a Systems Developer with substantial proven industry recognised experience in their field and in the delivery of complex Learning and Development systems development projects. They will have evidence of at least 5 major high quality systems development projects in the learning and development industry and significant client facing experience.
- 3.18.** The Supplier shall have processes and systems in place for ensuring costs and pricing are managed appropriately. This shall include ensuring that the level of Systems Developer assigned to Contracting Authority's specific assignments are appropriate to provide the right balance in terms of quality and cost effectiveness.

## GLOSSARY

<b>Annex A</b>	<b>Annex A:</b> Transition List is provided to enable the Supplier to understand the scope and breadth of scalability required for this requirement. It sets out the key potential Contracting Authorities who expect to transition from the current arrangements to this new Framework Agreement. Suppliers are required to respond to any transition activities immediately from the Framework Commencement Date.
<b>Annex B</b>	<b>Annex B:</b> Current Public Sector CSL Framework Agreement Customers, is provided for information purposes only and may assist the Supplier to understand the potential scalability of the number and value (April 2016 – February 2017) of Contracting Authorities who may wish to access this Framework Agreement when their current contract expires.
<b>Closed Course</b>	means a course that can be run internally for a Contracting Authority staff or a group of Contracting Authority's staff.
<b>Contract Notice</b>	means the notice referred to in regulation 49 or where relevant regulation 75 (1) (a)
<b>CPD</b>	means continuing professional development.
<b>Gainshare</b>	means where a Supplier makes a proposal to a Contracting Authority(s) and the Authority for a new or improved way of providing the Services which will provide actual savings which will be shared between the Authority, Supplier and Contracting Authority(s).
<b>Implementation Manager</b>	The person responsible for implementing all mandatory requirements of the framework and any resultant Call-Off Agreements.
<b>Implementation Team</b>	the team responsible for implementing all mandatory requirements of the framework and any all resultant Call Off contracts
<b>Key Sub-Contractor</b>	means any Key Sub-Contractor or 2nd tier subcontractor which is listed in Framework Schedule 7 (Key Sub-Contractors), that in the opinion of the Supplier, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and Services;
<b>Light Touch Regime (LTR)</b>	means the process and EU regulations which this Procurement is being carried out in compliance with, as set out in paragraph 1.10;
<b>Mandatory Requirements</b>	Mandatory Requirements are the minimum deliverables that a Supplier shall fulfil in their entirety in order to meet the requirements of this Framework Agreement.
<b>MOOC</b>	A massive open online course (MOOC) is an online course that has open access and interactive participation by means of the Web.
<b>Open Course</b>	means all Contracting Authorities (which were outlined in the OJEU) will have access to these courses.

<b>Prior Information Notice (PIN)</b>	means the notice referred to in regulation 48 or where relevant regulation 75 (1) (b) of the Public Contract Regulations 2015
<b>Public and Bank Holidays</b>	means all Public and Bank Holidays which are detailed in the link below: <a href="https://www.gov.uk/bank-holidays">https://www.gov.uk/bank-holidays</a>
<b>Public Courses</b>	means all courses that have a public schedule of dates planned, and are available to individuals from any public and private sector organisation
<b>Security Check SC clearance</b>	SC clearance determines that a person's character and personal circumstances are such that they can be trusted to work in a position which may involve access to 'secret' information
<b>Small Medium Enterprises (SME)</b>	SME (small-to-medium enterprise) is a convenient term for segmenting businesses and other organizations that are somewhere between the "small office-home office" size and the larger enterprise .The European Union has defined an SME as a legally independent company with no more than 500 employees.
<b>Supplier</b>	means the Potential Provider with whom the Authority has concluded a Framework Agreement;
<b>Transition Period</b>	Means the period between Framework Commencement and 31 December2017.
<b>Transition Plan</b>	Means the detailed project plan outlining how the supplier will transition the named Contracting Authorities as identified in Annex A: Transition List.
<b>United Kingdom (UK)</b>	United Kingdom, including Northern Ireland, Scotland and Wales (including Scilly Isles and Scottish Highlands and Islands).

**ANNEX A - CUSTOMER TRANSITION**

Although no guarantee can be given as to the number of public sector organisations who will use the MLS Framework Agreement, it is expected that the organisations listed below will each put in place a Call Off contract and transition across to the new arrangements from the commencement of the Framework Agreement. The Supplier must have the capacity within its business and processes to fully meet the Contracting Authority's requirements from the outset of the Framework Agreement duration.

<b>Customer</b>	<b>Current Contract Expiry Date</b>
Civil Service Learning (on behalf of Civil Service departments)	Exit from current contract and transition to new contract shall be phased from July to December 2017.
Ministry of Defence	31 July 2017
NHS England	6 August 2017

Civil Service Learning

It is envisaged that, in the initial 12 months after commencement, the CSL Call Off contract shall be the main route used by the Civil Service departments, functions and professions to access learning requirements falling within the scope of this Framework Agreement.

However, some large departments with high volume may find it more efficient to call-off themselves, particularly where they have large numbers of delegates through large programmes, or where they have a wide range of niche requirements and a more direct relationship would benefit them e.g. MOD.

Therefore the Framework Agreement provides the flexibility for Call Off contracts to be put in place by CSL acting as the Contracting Authority on behalf of Civil Service departments, functions and professions; or directly by departments, functions and professions themselves acting as the Contracting Authority.

**ANNEX B - CURRENT PUBLIC SECTOR LEARNING AND DEVELOPMENT CUSTOMERS**

The list below is provided for information purposes only and is provided to assist Potential Providers in understanding the scalability of the number of Contracting Authorities who may wish to access the Framework Agreement. It does not guarantee continued use of the Framework Agreement by any named Contracting Authority, or any volumes through the Framework Agreement. The Current Public Sector Learning and Development Customers list provides current information held by the Authority on Contracting Authorities utilising the legacy Civil Service Learning Framework Agreement.

<b>Customer</b>	<b>Spend April 2016 - February 2017</b>
Ministry of Defence	£12,373,966.86
HM Revenue & Customs	£6,735,214.46
Department for Work And Pensions	£6,163,638.54
Home Office	£2,877,765.78
Cabinet Office	£1,901,868.82
Foreign & Commonwealth Office	£1,587,558.87
Joint Forces Command JFC	£1,481,756.04
Driver and Vehicle Licensing Agency	£1,288,168.40
Highways England	£1,163,046.61
Navy Command	£1,158,488.02
Surrey Police	£1,030,717.96
NHS England	£1,024,892.53
HM Treasury	£864,641.47
Department for International Development	£660,900.01
Department for Transport	£650,945.83
Department of Health	£594,786.10
Care Quality Commission	£569,662.52
RAF High Wycombe	£524,954.67
Driver and Vehicle Standards Agency	£432,424.41
Civil Service Resourcing	£429,427.99
Defence Science and Technology Laboratory	£406,151.39
Health and Safety Executive	£392,892.43
Department of Energy & Climate Change	£373,869.50
Crown Prosecution Service	£362,293.45
West Midlands Police	£340,933.52
Cardiff Council	£337,437.63
National Crime Agency	£336,311.28
Department for Business, Innovation & Skills	£322,392.67
National Offender Management Service	£288,783.58
British Council	£259,600.00
Defence Academy of the UK	£259,408.83
Defence Equipment and Support	£233,916.34
Natural Resources Wales	£212,154.70
Nuclear Decommissioning Authority	£207,028.75

HM Courts & Tribunals Service	£206,593.60
Northern Ireland Fire and Rescue Service	£172,857.35
Information Commissioner's Office	£159,530.50
Department for Communities and Local Government	£156,067.52
Department for Education	£151,035.66
Corporate Performance Group	£143,258.07
Environment Agency	£140,279.45
Ministry of Justice	£137,325.97
Government Legal Department	£135,066.95
NHS Digital	£132,887.84
Royal Marines	£130,730.43
Office for National Statistics	£115,842.94
Land Registry	£111,565.02
Highlands and Islands Enterprise	£104,715.51
Crown Office and Procurator Fiscal Service	£103,655.94
Medicines and Healthcare Products Regulatory Agency	£100,884.62
Animal and Plant Health Agency	£96,172.69
Magnox Limited	£93,396.52
Sellafield Limited	£86,424.38
Department for Environment, Food & Rural Affairs	£85,705.56
Department for Culture, Media & Sport	£81,842.70
UK Trade & Investment	£81,031.38
Public Health England	£80,207.83
Northern Ireland Civil Service	£77,440.57
HS2 Limited	£76,968.03
Pensions Regulator The	£69,208.68
The Insolvency Service	£63,671.22
Student Loans Company	£61,517.69
Rural Payments Agency	£59,945.53
Defence Infrastructure Organisation	£59,941.34
Registers of Scotland	£59,683.58
Office of the Gas and Electricity Markets	£50,425.19
Head Office and Corporate Services	£49,802.14
House of Lords	£49,305.55
Government Communications Headquarters	£47,649.82
NHS Shared Business Services	£46,928.10
Natural History Museum	£46,898.87
Post Office	£46,554.88
North of England Commissioning Support Unit	£44,760.00
FCO Services	£41,932.38
Welsh Government	£41,712.35

Suffolk County Council	£40,286.61
Forestry Commission	£40,065.72
Independent Police Complaints Commission	£37,975.05
Homes and Communities Agency	£37,623.41
Food Standards Agency	£37,138.96
UK Hydrographic Office	£37,047.70
NHS Lincolnshire West Clinical Commissioning Group	£36,585.50
North West Ambulance Service NHS Trust	£36,230.45
Intellectual Property Office	£35,882.50
Stroud District Council	£33,109.83
National Archives The	£32,843.02
The Water Services Regulation Authority	£31,968.15
Scottish Parliament	£31,390.24
Bristol City Council	£30,976.86
Department for Business Energy & Industrial Strategy	£30,425.06
HM Passport Office	£29,130.18
General Medical Council	£28,396.82
Maritime and Coastguard Agency	£26,436.59
Office of the Public Guardian	£26,254.11
Valuation Office Agency	£25,877.55
Government Actuary's Department	£23,590.00
University of the Arts London	£23,106.09
Air Command	£22,237.73
Civil Service Learning	£21,450.81
UK Export Finance	£19,198.82
Competition and Markets Authority	£18,793.14
Advisory, Conciliation and Arbitration Service	£18,137.00
Legal Services Ombudsman	£17,420.49
Office for Standards in Education	£16,810.47
National Measurement Office	£16,343.89
Royal Botanic Gardens	£15,055.50
Crown Commercial Service	£14,580.31
Prisons and Probation Ombudsman	£14,214.05
UK Commission for Employment and Skills	£14,205.66
Serious Fraud Office	£13,505.72
Scottish Government	£13,489.52
National Savings and Investments	£13,292.49
Office of Rail and Road	£12,513.63
UK Atomic Energy Authority	£11,735.39
Youth Justice Board for England and Wales	£11,495.50
Marine Management Organisation	£10,137.28
Civil Nuclear Constabulary	£10,117.06
Chief Executive of Skills Funding	£9,951.74

Skills Funding Agency	£7,289.64
Office of the Qualifications and Examinations Regulator	£7,092.52
Consumer Council for Water	£6,459.10
Criminal Injuries Compensation Authority	£6,433.55
Veterinary Medicines Directorate	£6,072.00
Education Funding Agency	£5,666.05
Northern Ireland Office	£4,874.16
Natural England	£4,480.03
Financial Conduct Authority	£3,609.76
Royal Parks Foundation The	£3,192.33
NHS Business Services Authority	£3,153.91
Scotland Office	£2,704.54
HM Inspectorate of Probation	£2,452.53
Essex County Council	£2,282.66
Construction Industry Training Board	£2,268.28
Health Research Authority	£2,020.00
Planning Inspectorate	£1,759.08
Ordnance Survey	£1,757.34
Equality and Human Rights Commission	£1,698.59
Leeds and York Partnership NHS Foundation Trust	£1,671.76
Office for Nuclear Regulation	£1,515.22
Disclosure Scotland	£1,178.00
UK Statistics Authority	£1,003.00
Supreme Court of the United Kingdom	£963.00
Defence Business Services	£912.64
Human Fertilisation and Embryology Authority	£818.00
Attorney General's Office	£706.00
Export Credits Guarantee Department	£595.00
Legal Aid Agency	£559.49
Centre for Environment, Fisheries and Aquaculture Science	£500.00
Defence Electronics and Components Agency	£477.61
Wilton Park Executive Agency	£445.00
Vehicle Certification Agency	£417.26
Ashridge Management College	£409.09
Judicial Appointments Commission	£408.99
The Charity Commission	£353.00
Greater London Authority	£341.00
Food and Environment Research Agency The	£293.00
National Forest Company	£239.98
British Transport Police Authority	£178.81

National Institute for Biological Standards and Control	£178.81
The Oil and Pipelines Agency	£168.00
Biotechnology and Biological Sciences Research Council	£168.00
Royal Hospital Chelsea	£168.00
UK Asset Resolution	£168.00
Royal Air Force Museum	£168.00
Technology Strategy Board	£165.91
HM Inspectorate of Prisons	£165.00
Judiciary of England and Wales	£119.99
Pensions Advisory Service The	£119.99
Parole Board The	£97.00
ESTYN	£93.75
Criminal Cases Review Commission	£80.24
Lancashire Probation Trust	£76.47
British Forces Germany	£55.00
<b>Total</b>	<b>£52,767,639.99</b>

## ANNEX C - CIVIL SERVICE LEARNING DIGITAL REQUIREMENTS

### 1. INTRODUCTION

- 1.1. Following the award of the Managed Service Learning Framework Agreement Civil Service Learning (CSL) intends to establish a centralised Call Off contract, which can also be accessed by civil service departments, functions and professions.
- 1.2. This Annex C sets out the CSL long-term objective to work with the Supplier to create a seamless user experience from commencement of a Call Off contract to when CSL is ready to realise its future ambitions (in 12-18 months' time).
- 1.3. The Supplier shall work with CSL and be capable of delivering the options and requirements for the development of their Learning Platform as outlined below. CSL precise requirements shall be defined and costs agreed at Call Off contract stage.
- 1.4. Disclaimer - Potential Providers should note that, whilst this Annex C has been prepared in order to reflect the CSL potential requirements from a Call Off contract established under the Framework Agreement so far as possible, no commitment is offered or implied by the Authority or CSL into letting a Call-Off Contract based on these requirements.

### 2. CSL DIGITAL JOURNEY

- 2.1. The CSL current LMS is based on Drupal content management and Moodle learning management system. The core and senior civil service learning curricula are currently provided by two suppliers: Korn Ferry Hay Group and KPMG. Both host course information on the LMS and use integrated booking functionality. Online learning is also hosted on the LMS.
- 2.2. Going forward CSL aims to create a Learning Platform for Government that enables users to access, curate, share, track and manage a range of learning: formal and informal; free and paid; curated and available on the web; in a full range of formats not just face-to-face and online learning. The new platform will recognise that learning is not limited to formal face-to-face training, digital learning and online webinars but is also based on employees' day to day interactions and experiences.
- 2.3. CSL plan to develop a common, open learning platform that can meet the needs of both centrally-provided (CSL) learning and local learning provided by departments, professions and functions. CSL are looking for multiple suppliers that shall be able to provide a provision that is consistent with their current setup but doesn't preclude the future plans for the learning platform.

### 3. OPTIONS

- 3.1. In the short term, options include:
  - 3.1.1. A standalone Managed Learning Service. CSL recognise this has the fewest technical implications but will not provide a good quality user experience. Therefore this would only be considered as a short-term solution.
  - 3.1.2. A separate service which interfaces with the CSL website. This presents more technical requirements but a better user experience. In practice this may mean providing links and contact details on the CSL website that go direct to learning and services on the successful provider's website/LMS.
  - 3.1.3. Integration with the CSL website. This approach would in theory give the best user experience but presents technical requirements and collaborative working with multiple suppliers. In practice, this means use of the CSL website to host

online learning, course descriptions, use of the CSL website booking engine and MI tools.

- 3.2. The CSL long-term objective is set out above and the Supplier shall work with CSL to create a fully seamless user experience and transition to the new platform.
- 3.3. Regardless of the chosen approach, the Supplier shall meet the Mandatory Requirements at paragraph 4 below.

#### **4. MANDATORY REQUIREMENTS**

##### **4.1. IT standards**

- 4.1.1. The Supplier shall ensure that any training is compatible with IT standards of Government departments as specified in the [Government Digital Service Standard 10](#)

##### **4.2. Performance Management**

- 4.2.1. The Supplier shall ensure that the availability of digital platforms and their course content exceeds 99.5%. This percentage of uptime excludes outages agreed for planned maintenance, however, expectation that new releases will not result in down time of a service. Please note that CSL also require access outside of these hours for international and shift workers and so a reasonable service out of these hours is required.
- 4.2.2. The digital platforms should be able to sustain a consistent load in excess of 10,000 concurrent users.

##### **4.3. Integration**

- 4.3.1. The Supplier shall work with CSL to ensure that their digital products integrate with their performance management standards and management information reporting processes.
- 4.3.2. The Supplier shall ensure that any on-line systems are compatible with the CSL LMS.
- 4.3.3. The Supplier's web-based learning platform shall either be integrated with, or be able to interface with the CSL existing Learning Management Systems (LMS). Details shall be defined within the Call Off Contract, established under this Framework Agreement.
- 4.3.4. The Supplier shall ensure that its booking and administrative system interfaces with the LMS so that individuals' learner records are updated when learning takes place.
- 4.3.5. The Supplier shall work collaboratively with the CSL to provide a booking system, data, and evaluation and deliver continuous improvement. Examples include:
  - 4.3.5.1. Effective labelling and tagging of courses and content to enable easy searching;
  - 4.3.5.2. Ability to receive and transmit details of online booking and joining;
  - 4.3.5.3. Ability to amend details online and update delegate changes;
  - 4.3.5.4. Share feedback, data and other information to support analytics and evaluation;
  - 4.3.5.5. Update course dates on the service so that bookings can be taken.

##### **4.4. Evaluation**

4.4.1. The Supplier shall conduct regular evaluation of digital products and communicate any issues, new or changing requirements to CSL.

4.4.2. The Supplier shall recommend changes based on regular evaluation and ensure that the current provision continues to meet the needs of trainees and requestors.

#### **4.5. Style**

4.5.1. The Supplier shall develop its digital training to meet user needs and the service standards set out by the Government Digital Service. These service standards are available at:

<https://www.gov.uk/service-manual/digital-by-default>

4.5.2. The Supplier shall ensure that the appropriate branding is used on all training materials in line with CSL requirements.

4.5.3. The Supplier shall ensure that all products conform to the CSL style guidelines.

#### **4.6. Permissions management**

4.6.1. CSL may nominate a limited number of users and super users to administer products; the Supplier shall only grant these permissions where the instruction comes from those identified by CSL as Single Point of Contacts (SPOCs) for permissions.

4.6.2. All users and superusers nominated by the Supplier shall follow the permissions guidelines provided by CSL. Users and/or super users who are deemed to have not followed these guidelines by CSL shall have their permissions blocked or deleted at the discretion of CSL.

4.6.3. The Supplier shall work with CSL to ensure that robust and secure processes are in place for managing, changing and deleting user permissions and granting access. The Supplier agrees to be audited to ensure compliance with this requirement.

#### **4.7. Support**

4.7.1. The Supplier shall ensure that named contacts are provided and available within working hours (8am to 6pm) to answer and resolve enquiries or issues received from CSL and the Support Desk, which have been raised or escalated by the CSL Digital Team and relevant third-party suppliers.

4.7.2. CSL shall ensure that live issues and problems relating to the Civil Service Learning website are communicated promptly and reported, in the first instance, to the Support Desk.

4.7.3. CSL shall ensure that sufficient time is allowed for upskilling existing suppliers, who provide 1st and 2nd-line support, on their products and catalogues so that 1st and 2nd-line support are able to respond to enquiries, troubleshoot issues, diagnose problems associated with the Supplier's offer or escalate enquiries to correct team member at the relevant Supplier.

#### **4.8. Development**

4.8.1. The Supplier shall be committed to working with agile delivery methods to ensure a consistent culture between the CSL's digital team and that of the supply chain.

4.8.2. CSL is looking to enhance and improve its digital offering and, to meet these objectives, it would be interested in Suppliers who can demonstrate that they use Moodle, Drupal, Experience API/Tin Can, Learning Tool Interoperability (LTI), Open Badges, Learning Records Stores and/or other open source alternatives.

- 4.8.3. During the development of the existing platform or the enhancement of its digital offering, the Supplier shall work with the CSL Digital Service Team in an Agile team, which may be co-located at the CSL business premises, to ensure that one effective Digital Service is created.
- 4.8.4. The Supplier shall ensure that all staff, who are located at the CSL business premises, undergo and receive mandatory security clearance.
- 4.8.5. Throughout the contract life, the Supplier shall work with the CSL Digital Services Team, where required, to upload materials onto the CSL LMS and to ensure that any product(s) or other services that are provided fully meet the system requirements and are successfully launched. This shall include, but shall not be limited to;
  - 4.8.5.1. Secure use of API's to meet Departmental security standards;
  - 4.8.5.2. Appropriate metadata
  - 4.8.5.3. Use of shared and pre-agreed taxonomies to be specified by CSL.
- 4.8.6. The Supplier shall ensure effective management of technical debt at no additional cost to CSL and ensure all software is regularly patched and versions maintained, with consent from CSL to make the changes.
- 4.8.7. The Supplier shall provide a fixed rate, which shall apply to any new requirements, outside the contracted provision for the life of the contract

#### **4.9. Accessibility**

- 4.9.1. The CSL current LMS is based on Drupal content management and Moodle learning management system and conforms to the following standards:
  - 4.9.1.1. Web Content Accessibility Guidelines (WCAG) version 2.0 to AA standard International Standards Organisation (ISO) 9241-171:2008;
  - 4.9.1.2. W3C accessibility standards (Version 2);
  - 4.9.1.3. Standard EN 301 549 – European Standard on accessibility requirements for Information and Communication Technologies (ICT) products and service; and
  - 4.9.1.4. SCORM compliant
- 4.9.2. The Supplier shall, as a minimum, ensure continued compliance with these standards. Compliance will be determined by regular accessibility auditing. The Supplier shall be required to pass the audit to be deemed compliant.

#### **4.10. Usability**

- 4.10.1. The Supplier shall develop its training to meet [user needs](#) and the [Digital Service Standards](#) set out by the [Government Digital Service](#).
- 4.10.2. The Supplier shall ensure that their products provide consistency of user experience within the CSL website. This includes ensuring that their products can be searched for or browsed within the existing [Civil Service Learning](#) website.
- 4.10.3. The Supplier shall ensure that [Continuous Improvement](#) is embedded across their processes and the Supplier shall be prepared to fully engage in continuous improvement initiatives that are initiated by CSL and its third-party suppliers.

#### **4.11. Maintenance and Upgrades**

- 4.11.1. The Supplier shall carry out any modifications or changes to the learning platform and the CSL online catalogues with minimum disruption to users of the learning platform and its resources.
- 4.11.2. The Supplier shall ensure that any updates, changes or releases, which could negatively impact live service, shall be completed out of normal office working hours (8am-6pm). Timing of any such changes shall be agreed in advance with CSL and within agreed SLAs.
- 4.11.3. The Supplier shall ensure that any changes to the learning platform shall be subject to change control and in agreement with CSL. Changes will be subject to a warranty period of a minimum of 30 days. During this warranty period any emerging issues shall be resolved by the Supplier in accordance with the terms of the warranty and to CSL satisfaction with minimum disruption.
- 4.11.4. The Supplier shall ensure that changes are effectively load and vulnerability tested before release and that all products are capable of sustaining the load capacity agreed in the Call Off contract.

#### **4.12. Management Information and Reporting**

- 4.12.1. The Supplier shall provide to CSL, a monthly report which includes, as a minimum:
  - User satisfaction survey of digital provision
  - Spend by CSL and its customers
  - Performance against KPIs / SLAs, including the availability of the learning
  - Web platform and issues arising within warranty
  - Change controls
  - Any information received from Users about the level of service provided
  - Any information that will ensure the continued security and maintainability of the website.
  - Any complaints, issues or suggestions for improvement and any corresponding actions being taken or recommendations for action.
- 4.12.2. The Supplier shall provide to CSL tailored Management Information to an agreed frequency of delivery, which shall include the above information and any additional information requested. This shall be agreed at Call Off contract Stage.

#### **4.13. Apprenticeships Training Providers Integration**

- 4.13.1. The user experience for apprenticeship learning should feel seamless. CSL would therefore require a link from their website to each of the providers learning platforms. Once the learning is started the learner will access all their learning via the Suppliers LMS so this needs to be compatible with departments IT systems.

## ANNEX D - CATALOGUE OF COURSES – UPDATED WITH VERSION 2



UPDATED Annex D -  
Catalogue of Courses