Call for Tenders: ETUI Online courses technical support & solutions

Contracting Organisation

European Trade Union Institute (ETUI)
Education Department
Boulevard du Roi Albert II n°5, box 4
B-1210 Brussels
Belgium
(AISBL 0418.812.841)

Reference

2021-08 ETUI

Calendar requirements

- This call for tenders is issued on 15 March 2021.
- Deadline for submission of bids: 19 April 2021, eob.
- Selection process and award decision by April 30 2021.
- Start of contract(s): 3 May 2021

Languages in which the tenders can be submitted

English

Submission of tenders

Tenders and their supporting documents (see appendices, annexes and excel tables) can be submitted by electronic mail to (smathy @ etui . org & icostantini @ etui . org). All tenderers must bid for the 4 work packages.

Inspection

The tenderer agrees to any inspections and/or audits that the European Commission, as part of any project, might wish to carry out pursuant to the financial regulations in force at the Commission, subject to the same conditions that apply to the direct beneficiaries of the relevant financial agreement with the Commission.

Jurisdiction

The Brussels courts shall have sole jurisdiction for any litigation relating to this contract, which shall be governed by Belgian law.

Invoicing

The contractor(s) shall accept responsibility for any legal obligations entailed by the contract and is(are) required to submit in his/her(her/their) country of origin the requisite tax statements relating to the services supplied.
Value added tax, where applicable, shall be shown separately on all invoices as a net extra charge. All other taxes, levies and expenses shall be borne by the contractor and shall not be included in the relevant invoices.

**Estimated total value of tender – excluding VAT**

Maximum 60 000 EUR- For all 4 work packages (see under 3.2)

**ETUI background**

ETUI, The European Trade Union Institute is the independent research and training centre of the European Trade Union Confederation (ETUC) which itself affiliates European trade unions into a single European umbrella organisation. The ETUI places its expertise in the service of workers’ interests at European level and of the strengthening of the social dimension of the European Union. One of the two of ETUI’s departments – the education department – is responsible for training courses for the national confederations and European federations. The strong strategic and educational activities from ETUI’s Education department are face to face. The target groups are very diverse.

All the training activities are for the trade union movement and have a European dimension. In this way, they help to strengthen the social dimension of the European Union. (See [http://www.etui.org/Training](http://www.etui.org/Training). ETUI’s online learning is and will be managed by the ETUI Education Department. It is aimed to develop and train an online tutor’s network during the next years.

1. **Introduction**

ETUI are looking for a technical partner to support their online learning offer delivered using the Moodle platform. A tender for this service will be released in March 2021 with the contract being issued for the start of the new financial year (April 2021), early May 2021. The contracting process is intended to support a smooth and efficient translation from the existing service offer to the new supplier. To underpin this smooth transition ETUI wishes to take a 3 stage approach with each stage being delivered as a series of work-packages (WP). Work package 1 (Elaboration and Planning) is designed to allow the supplier to fully understand ETUI’s online offer, its technology, how it operates, this work-package is intended to last for a month at the end of which either party can walk away from the contract.

It is envisaged that the supplier will tender for the contract and supply their standard information. Because at this point we will have yet to elaborate the details of the contract, there will be a need to have various contract schedules that will need to be elaborated and agreed. WP1 will allow ETUI and its supplier to elaborate the service offer, taking advantage of their expertise, it’s consultants and the internal ETUI education team.

2. **Service description**

ETUI has been developing an online learning offer for several years now using several instances on Moodle Cloud to provide the functionality of a Learning Management System. (LMS). Courseware is developed using a combination of Moodle functionality to provide forums, web pages etc and the Evolve authoring tool to develop SCORM compliant modules. Videos are hosted on a dedicated YouTube channel and are integrated within the SCORM modules.

All courses are organised as cohorts and have a defined start and end date. Participants are currently batch loaded at the start of a course and cleared down about 4 weeks after the course ends. Most of the ETUI’s short courses are currently tutor led and have a senior tutor who manages a team of tutors who each manage a group of about 25 participants. The number of groups and participants varies from course to course.

Many of the courses have a webinar element currently provided using the Moodle Cloud BigBlueButton functionality at some point during the course run. We anticipate that this will continue. ETUI uses participants’ email addresses as their username in order to disambiguate users. We anticipate that this will continue.

All ETUI courses are currently free of charge, however we anticipate that within the scope of this contract we will be charging for some courses, we would expect the contract provider to assist ETUI with the selection and integration of a payment gateway system.
Suppliers will need to be aware of GDPR responsibilities and participant security and ensure that their service offer is compliant with modern data protection standards.

GDPR and subject data protection is important to ETUI and its clients. Suppliers should indicate in their tender measures to protect the confidentiality of data. Suppliers will not be able to share ETUI data with any third parties without the explicit permission of ETUI.

2.1 Volumes of work

<table>
<thead>
<tr>
<th>Year</th>
<th>Courses</th>
<th>Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021/2022</td>
<td>20</td>
<td>3,500</td>
</tr>
<tr>
<td>2022/2023</td>
<td>22</td>
<td>3,700</td>
</tr>
<tr>
<td>2023/2024</td>
<td>22</td>
<td>3,700</td>
</tr>
<tr>
<td>2024/2025</td>
<td>22</td>
<td>3,700</td>
</tr>
</tbody>
</table>

ETUI currently has 5 Moodle instances that variously provide dedicated instances to host different types of courses and includes two development instances.

ETUI is looking to find a partner that is familiar with Moodle and are committed to high levels of service. We will take advice from the selected provider if we would be better to migrate to one or more dedicated Moodle supplied by the successful applicant or if we should remain with Moodle Cloud and the supplier manage the Moodle instances on our behalf.

3. Responding to the call for tender

In their tender responses we ask bidders to provide the following information:

- their organisation, its experience and capability; (as per 3.1 below)
- Their approach and methodology (as per 3.2 below)
- Provide costs and pricing using the attached excel file (Table 1 Costs)
- Conform how well they meet our current requirement using the attached excel file (Table 2 Requirements)
- A signed declaration of honour (Annex II of this)

3.1 Organisational experience and capability (750 words maximum)

Tenderers should supply information on their capability, addressing as many of the points below as possible. In looking for a partner to provide this service, we are looking for evidence of how the tenderer can demonstrate and deliver:

- industry knowledge and innovation;
- a proven track record and a solid reputation for excellence;
- competitive pricing and value for money;
- a fast, to our enquiries and an effective service;
- continuous improvement in the experience of partners and participants;
- clear contract governance, including reporting, principal contacts and management of any approved subcontracts;
- to maintain competitiveness through updated technology;
- fluency in working in English (other languages are an added advantage).
3.2 Approach and Methodology (750 words)

In this section, **tenderers must** provide a narrative to explain how they will deliver the project and the outcomes outlined in the ITT on time and within budget. We anticipate that, irrespective of which tender is chosen, they will deliver the service as a series of work packages namely:

- WP1 – Elaboration and planning
- WP2 – Build and Test
- WP3 – Transition
- WP4 – Operate maintain and support the service

Tenderers should construct the project plan required in Appendix 1 around these four work package descriptions.

As a guide to tenderers, we have provided high-level work package descriptions below. Tenderers should treat these descriptions as a guide rather than a prescriptive recipe when constructing their response.

**Work Package 1**

**Work Package 1 Elaboration and planning (max 1 month)**

In this work-package ETUI, the supply and the consultants will discuss the ETUI offer for the current and upcoming years. It will be an opportunity for the supplier to ask detailed questions and to provide service delivery options. During this work package the supplier will work with the ETUI team to fully understand the service, develop a high quality service offer and:

- Specify technical and service level agreements
- Agree how the service will operate and the roles and responsibilities of the various parties delivering the service.
- Review all procedures to ensure that the service will be GDPR compliant and that all data is stored within the EU
- Create a detailed agreed plan for the WP 2.0 to transition the service from the existing service to the new supplier

**Work to be undertaken**

- Complete any remaining contract schedules such as the SLA and sign
- A transition plan
- A detailed list of roles and responsibilities needed to manage the service
- Agreed supplier responsibilities and the development of Standard operational procedures for these
- Agreed Support service level agreements and mechanisms
- Agreed and documented approach to GDPR
- An agreed service quality review schedule with metrics
- An agreed approach to incident and problem management with metrics

**Outputs**

- Fully elaborated service description
- A project plan covering WP2, WP3 and WP4
- All schedules signed
- A signed contract
- Elaborated project budget allocation to each work package
- Technical and support SLAs
- A backup and recovery plan
- A review of the security characteristics of the service and how they will be addressed
Work package 2

**Work Package 2 Build and test the new system (2 weeks max)**

**Work to be undertaken**

- Brand, configure and test the ETUI learning systems and any associated infrastructure.
- Construct or configure a Moodle based learning management system that as a minimum delivers the functionality provided by Moodle Cloud and listed in Table 2.

**Outputs**

- A fully functional LMS as per the planning documents agreed in work package 1 that has passed all the agreed tests in work package 1
- All reports are built and working

Work package 3

**Work-package 3 Transition (2 months dependant on course starts)**

During transition the supplier will take over the operation of the site and progressively take responsibility for loading and supporting participants as each course begins.

**Work to be undertaken**

- All courses to be made available on the suppliers platform or transition of platform administration from the current supplier to the new supplier.
- A tested backup and course recovery operation
- A fully operational helpdesk with agreed reporting
- Data interfaces between ETUI systems and the supplier are operational
- Reporting details and schedule
- Fully elaborated service description
- Fully elaborated standard operational procedures
- Fully elaborated service quality review metrics
- An approach to course development and maintenance

**Outputs**

- All existing courses to be loaded onto the supplier’s platform
- Standard operating procedures developed to enable:
  - creating accounts and enrolling participants
  - removing accounts and enrollments
  - backup and recovery schedules
  - incident and problem management
  - reporting.
  - Agreed approach to course maintenance and development
  - Monitoring and alerting systems in place
- Procedures for managing change to include:
  - adding and removing courses
  - integration of new features
Work package 4

**Work-package 4 - Operate the service**

This work-package sees the supplier having full operational control of ETUI’s learning platform.

**Work to be undertaken**

- Operational running of the various courses as described in the service description in WP2
- Service review meetings
- Reporting (to be defined but to include):
  - incidents & problems
  - participation
  - dropout rates and participation
- Course development support

**Outputs**

- The service to be operated according to the agreed SLAs
- A service that has 99.9% availability, excluding scheduled outages

4. Price and Added Value (500 Words)

Suppliers should use this section in their response to evidence any additional value they bring to the contract.

This section will be scored predominantly from the information provided in Table 1 costs in Excel file to be attached which should also include annual costs for operating the service on behalf of ETUI and in line with ETUI’s service management for two years with an option to bid for an additional 2 years. ETUI’s financial year runs from 1st April to 31st March. Contracts will need to aligned with these dates.

Suppliers may wish to consider operating the ETUI service using ETUI’s existing Moodle Cloud instances rather than hosting their own as a possible hosting option. ETUI will consider both Moodle Cloud as well as Host provided Moodle LMS solutions.

The contract will be awarded from May 3, 2021 for the delivery of all the Outputs and Deliverable listed in this Tender Specification document. We expect the budget for the annual operating costs to be a maximum of €35,000. Suppliers should quote separately for Work packages 1-3.

The contract will run for 1 year with subsequent extensions of 1+1 years. There will be a break clause available to all parties at the end of work package one.

Competitive tenders are sought that will address all of the points in this specification. Tenderers are invited to show any added value that may be provided at no extra cost to the organisation.

The tenderer is required to provide a fully costed price for the completion of each Stage of the Project. Please give a detailed breakdown of proposed pricing including the following:

- Number of days and day rates for the contractor’s named staff and for any other sub-contractors / associates, with clear identification of proposed role in the project and the number of full days dedicated to the project per month.
- Margins added to sub-contractor rates, for management and quality assurance
- Days and day rates for other project roles as appropriate, e.g. administrator, specialist consultant, data manager
- Breakdown of other costs associated with the project which may include software, materials, administration and office costs
- Breakdown of other costs including travel and subsistence, report production, postage etc.
Please state whether or not VAT will be charged
Please indicate any added value that your organisation can bring to this project.

5. Capability, Capacity and Skills (500)

Explain why your organisation is ideally suited to carry out this work and highlight the qualifications, skills and experience of the team that you will use to carry out this work.

This section will be scored primarily from the tenderer’s response in the Excel File provided Table 2. Requirements.
Additional information not covered in the requirement should be provided in this section.

Please include the following:

- What experience does your organisation have of delivering similar projects?
- Who are the proposed project delivery team and what are their relevant skills and background?
- What is the team's track record in delivering similar projects?
- Prepare a staffing structure chart to indicate lines of responsibility and highlight who will do what.
- If you are proposing to work with partners or subcontractors, what is their background and what roles will they carry out? If any, please provide their names and short CVs.

### Proposed project management and delivery team

<table>
<thead>
<tr>
<th>Person</th>
<th>Role</th>
<th>Role in project delivery</th>
<th>Skills, experience and track record relevant to this project</th>
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</table>
Appendices

Appendix 1 – Volumes

The volumes in table 1 are indicative and are current planning assumptions.

<table>
<thead>
<tr>
<th>Table 1</th>
<th>April 2021 - March 2022</th>
<th>April 2022 - March 2023</th>
<th>April 2023 - March 2024</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Courses</td>
<td>20</td>
<td>22</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>Participants</td>
<td>3,500</td>
<td>3,700</td>
<td>3,700</td>
<td></td>
</tr>
<tr>
<td>Course Instances / year</td>
<td>20</td>
<td>22</td>
<td>22</td>
<td></td>
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</tbody>
</table>

Appendix 2 - Glossary of terms used in the ITT

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Service level agreement (SLA)</td>
<td>An agreed set of measures that define the qualities of the service as experienced by participants.</td>
</tr>
<tr>
<td>General Data Protection Regulation (GDPR)</td>
<td>The General Data Protection Regulations describing how an organisation addresses the management of data.</td>
</tr>
<tr>
<td>Cohort</td>
<td>A group of participants who will be associated with an ETUI course instance.</td>
</tr>
<tr>
<td>Group(s)</td>
<td>Sub groupings of participants in a cohort that are associated with a Tutor and will work together on a course instance.</td>
</tr>
<tr>
<td>Course</td>
<td>A particular programme of study with a specific curriculum, and planned course outcomes and objectives</td>
</tr>
<tr>
<td>Course instance</td>
<td>A specific run of a course associated with a cohort of participants.</td>
</tr>
<tr>
<td>Participants</td>
<td>Refers to an individual who has an account and is associated with a specific cohort and optionally with one or more groups.</td>
</tr>
<tr>
<td>Senior Tutor</td>
<td>The senior tutor is responsible for course running, coordination and management. The Senior tutor heads up a team of tutors</td>
</tr>
<tr>
<td>Help Desk</td>
<td>ETUI currently use freshdesk to provide technical support between their</td>
</tr>
<tr>
<td>Learning platform (LMS)</td>
<td>ETUI currently uses Moodle cloud as its platform of choice</td>
</tr>
<tr>
<td>Authoring tool</td>
<td>ETUI currently uses the EVOLVE authoring tool to create and maintain its SCORM based learning content</td>
</tr>
<tr>
<td>Application</td>
<td>A formal request from an individual to enroll in a course instance</td>
</tr>
<tr>
<td>Participant account</td>
<td>A set of credentials for a specific individual associated with an LMS system</td>
</tr>
<tr>
<td>Enrolment</td>
<td>The association of a participant with a course instance</td>
</tr>
</tbody>
</table>
Annex I: ETUI terms and conditions

Basic Contract Information Section

1. Definition & Interpretations

In these conditions:

1.1. "The Authority" means the ETUI

1.2. "The Contract" means the agreement concluded between the ETUI and the Contractor including these Conditions, the specification as set out in the Statement of Requirements, invitation to tender, the tender document, plans, drawings and other documents which are relevant to the Contract. In the case of any discrepancy among these documents these Conditions shall prevail.

1.3. "The Contractor" means the firm who undertakes to render the Services for the ETUI as provided for by the Contract.


1.5. "Representative of the Authority" in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision.

1.6. The masculine includes the feminine and the singular includes the plural and vice versa.

1.7. Any notice or other communication which is to be given by either party to the other can be transmitted by electronic mail confirmed by a mail receipt or a written letter.

1.8. All communication between the parties, letters, documentation, specifications, reports etc. shall be in the English.

2. Entire Agreement

2.1. The Contract constitutes the entire agreement between the parties relating to the subject matter of the contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation. Any changes, amendments and supplements to the Contract must be made in writing and signed by the parties.

3. Duration of the Contract

3.1. The Services/Goods shall be provided for a period as stated in the Specification. Extensions to the Contract will be subject to satisfactory performance and require the written consent of the ETUI. ETUI shall give reasonable notice of its decision concerning contract extensions.

4. Governing Law

4.1. Only the courts of Brussels (Chambre francophone) shall have jurisdiction to rule on any dispute arising in connection with the present contract. The present contract shall be governed by Belgian law.

5. Payment

5.1. ETUI is an AISBL (0418.812.841), not liable to VAT. Our prices include Value Added Tax and all other taxes. VAT, where applicable, shall be shown separately on all invoices.

5.2. Payments will be made within thirty days following the events.

6. Assignment & Sub-Contracting

6.1. The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of ETUI.
7. **Intellectual Property Rights**

7.1. It shall be a condition of the Contract that, except to the extent that materials may incorporate designs furnished by ETUI, the Contractor will not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and he shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of, or in connection with, any breach of this Condition.

7.2. All intellectual property rights in any specifications, instructions or other material:

a) Furnished to or made available to the Contractor by the ETUI shall remain the property of the ETUI.

b) Prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract shall belong to the ETUI.

7.3. At the termination of the Contract the Contractor shall immediately return to the Authority all materials, work or records held, including any back up media.

8. **GDPR**

The candidate / tenderer is required to comply with the requirements of the General Data Protection Regulation (GDPR), ensuring the processing, data security and data protection of data subjects when personal data are involved in the data protection in the framework of a future contract or intention to conclude a contract. Further information on how the ETUI handles personal data and contact details is available on the privacy notice on the ETUI website at [www.etui.org](http://www.etui.org).
Annex II: Declaration of honour – to be included in all submissions

I HEREBY CERTIFY, AS CANDIDATE/LEGAL REPRESENTATIVE OF THE CANDIDATE, THAT THE CANDIDATE:

😊 is not bankrupt or being wound up, is not having his/her affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
😊 has not been convicted of an offence concerning his/her professional conduct by a judgment which has the force of res judicata;
😊 is not guilty of grave professional misconduct proven by any means which the contracting authority can justify;
😊 has fulfilled his/her obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he/she is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
😊 has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
😊 is not currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation;

Signature ____________________________ Date: ____________________________

THAT THE CANDIDATE /legal representative of the candidate:

😊 is not subject to any conflict of interest;
😊 that the candidate will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;

Signature ____________________________ Date: ____________________________

To the best of my knowledge, all information provided is true and accurate.

Signature ____________________________ Date: ____________________________

The ETUI reserves the right to check the information provided. Together with this form, duly signed, the candidate undertakes to send any additional document which the ETUI considers necessary to perform its checks.

By signing this form, the undersigned acknowledges that he/she accepts controls/audits from the European Commission under the same conditions as the ETUI.

Signature ____________________________ Date: ____________________________