**Document 2**

**DEPARTMENTAL STANDARD REQUIREMENTS**

**Freedom of Information**

1 The Department is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the department may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the department should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

**Publication of Contract**

2 Under the Government’s Transparency requirements we are obliged to publish the contract between the Department and the successful tenderer(s) in full. The successful tenderer(s) should identify any information regarded as commercially sensitive and explain (in broad terms) what harm may result from disclosure and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it if the public interest in disclosure outweighs withholding the information. See ‘[The Transparency of Suppliers and Government to the Public](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/592358/TransparencyPrinciplesFebruary2017.pdf)’ for more detail.

**Information Sharing Across Government**

3 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

4 For these purposes, the Department may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Department during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

**Cyber Essentials Scheme**

5 The Government has introduced its new Cyber Essentials Scheme in consultation with industry to mitigate the risk from common internet-based threats.

6 It is mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the [Government Security Classifications scheme](https://www.gov.uk/government/publications/government-security-classifications) to comply with Cyber Essentials requirements.

7 All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of [Cyber Essentials](https://www.gov.uk/government/publications/cyber-essentials-scheme-overview) and the requirements for the appropriate level of certification “or equivalent”.

8 As this requirement features the above characteristics, you are required to demonstrate in your tender response that:

* Your organisation has Cyber Essentials or Cyber Essentials Plus certification; or
* Your organisation will be able to secure Cyber Essentials or Cyber Essentials Plus certification prior to contract award; or
* Your organisation has equivalent evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet-based threats in respect to the following five technical areas:

1. Boundary firewalls and internet gateways - these are devices designed to prevent unauthorised access to or from private networks, but good setup of these devices either in hardware or software form is important for them to be fully effective.
2. Secure configuration – ensuring that systems are configured in the most secure way for the needs of the organisation
3. Access control – Ensuring only those who should have access to systems to have access and at the appropriate level.
4. Malware protection – ensuring that virus and malware protection is installed and is up to date
5. Patch management – ensuring the latest supported version of applications is used and all the necessary patches supplied by the vendor have been applied.

Any equivalent evidence must be verified by a technically competent and independent third party.

9 The successful tenderer will be required to provide evidence of Cyber Essentials or Cyber Essentials Plus certification “or equivalent” (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to contract award.

10 The successful tenderer will be required to secure and provide evidence of Cyber Essentials or Cyber Essentials Plus re-certification select the relevant level“or equivalent” (i.e. demonstrate they meet the five technical areas) on an annual basis.

11 Details of certification bodies are available at: <https://www.cyberstreetwise.com/cyberessentials>

**Data Security Standards**

12 For contracts which require the holding or processing of either personal data and/or OFFICIAL data the successful contractor will need to assure the Department that they can comply with the Department’s security standards.

13 Departmental security standards are listed as contract clauses in an annex to this letter (see Document 4 – List of Attachments)

**Prompt Payment Policy**

14 Government’s aim is to pay 80% of all correctly submitted invoices within 5 days of receipt and we are 100% committed to paying correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department.

15 The payment period will be deemed to have started when a correctly submitted invoice reaches the nominated address. Contractors can assume receipt to be two days after mailing (by first class post). The thirty day “clock” therefore commences two days after mailing first class.

16 A correct invoice is one that is:

* delivered in timing in accordance with the contract;
* that is for the correct sum;
* In respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
* include the date, supplier name, contact details and bank details;
* which quote the relevant purchase order / contract reference;
* which has been delivered to the nominated address.

17 Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998.

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

18 DfE is committed to removing barriers to SME participation in its contracts and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains.  This can be achieved by advertising subcontracting opportunities on Contracts Finder and implementing the principles of the SME and Growth Agenda in your own organisation.

19 To help us measure the volume of business we do with SMEs; we will be asking DFE suppliers to provide us with information about the size of your own organisation and those in your supply chain.   We may ask about volumes of business that will flow from this contract down your supply chains and ask you to quantify that for us.   This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.

**Armed Forces Covenant**

20 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

21 The Covenant’s 2 principles are that:

• the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services.

• special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

22 The Department encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

23 Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](https://www.gov.uk/government/policies/armed-forces-covenant).

24 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

25 Paragraphs 20-25 above are not a condition of working with the Department now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Department very much hopes you will want to provide your support.

**Conflicts of Interest**

26 The Department may exclude an organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

27 Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the organisation to inform the Department, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Department should not represent a conflict of interest for the organisation.

**Disability Confident Scheme**

28 The Department for Education is a Disability Confident leader. Through the Disability Confident campaign, the government is working with employers to remove barriers, increase understanding and ensure that disabled people have the opportunities to fulfil their potential and realise their aspirations.

29 The Department encourage other employers to sign up to the disability confident scheme. It is open to all employers and there are three levels ranging from ‘Committed’ to ‘Leader’ with employers having to meet certain criteria to reach each level.

30 Employers who sign up to the disability confident scheme ensure that they can:

* draw from the widest possible pool of talent;
* secure and retain high quality staff who are skilled, loyal and hardworking;
* save time and money on the costs of recruitment and training by reducing staff turnover;
* keep valuable skills and experience;
* reduce the levels and costs of sickness absences; improve employee morale and commitment by demonstrating that they treat all employees fairly.

31 Disability confident employers can use the disability confident branding in their communications and when advertising jobs.

32 Find out more about the aims of disability confident, why becoming a disability confident employer will be good for your business and how you will be supported through your journey to being a Disability Confident leader [here](https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme).

**Supplier Code of Conduct**

33 Government relies on its suppliers for the delivery of many important public services, for assistance in delivering policy and for the construction of public assets. While underpinned by a contractual relationship this reliance needs to be based on a bond of trust.

34 Our relationships with our suppliers are critical to successful performance. Civil servants are all subject to the Civil Service Code and the Seven Principles of Public Life, which define the values that we espouse and the behaviours required of us. This Supplier Code of Conduct sets out the matching behaviours that we expect of suppliers who are delivering services on behalf of government.

35 Government expects all suppliers to meet these commitments and ensure that their employees, partners and subcontractors will do the same.

**Child Sex Abuse**

36 The Internet Watch Foundation (IWF) was established in 1996 by the UK internet industry to provide the UK internet Hotline for public and IT professionals to report potentially illegal online content and to be the 'notice and take-down' body for this content. IWF works in partnership with the online industry, law enforcement, Government, the education sector, charities, international partners and the public to minimise the availability of this content, specifically, child sexual abuse content hosted anywhere in the world.

37 Access to the IWF URL list is available to ISPs, mobile operators, search providers and filtering companies only. All organisations that require access must sign a licence which sets out how the data can be used.

38 It is a contract conditions that the successful supplier must block access to those Uniform Resource Locators (URLs) specified on the IWF’s list.

**Transfer of Undertakings (Protection of Employment) Regulations 2006(TUPE)**

41 The attention of tenderers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006(TUPE). As the Department would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this Invitation to Tender, consideration of the application of TUPE in this particular case is not a matter of direct concern to the Department. It is the responsibility of the tenderer to consider whether or not TUPE applies in the circumstances of this contract and tender accordingly.