

We aim to answer every enquiry within three working days. Once we have an answer, we will add it to the Question & Answer Log, which will be published at least weekly.

Question Number	Question	Answer
1	We are unable to locate draft T&Cs for this opportunity. Could DWP please advise?	Draft T&Cs were uploaded to this opportunity on 22/09/20.
2	Thank you for the amended Information Security Questionnaire. Are you also able to send Annex 2 - JFS Quality Questions as a separate attachment? This is currently embedded in the JFS Instructions to Bidders PDF and we are unable to open it.	Annex 2- JFS Quality Questions were issued as a broadcast message on 21/09/20 and uploaded in the attachments section of this opportunity on 22/09/20.
3	Do you have a set of Terms and Conditions for this contract that we can review?	Draft T&Cs were uploaded to this opportunity on 22/09/20.
4	We are unable to access the documents which are embedded in the PDFs (e.g. Annex 2 JFS Quality Questions). Please can these be made available for download seperately?	Annex 2- JFS Quality Questions were issued as a broadcast message on 21/09/20 and uploaded in the attachments section of this opportunity on 22/09/20.
5	I am currently processing the application for the JFS tender. I am having a few issues with the security question spreadsheet - under the service security tab, there are 17 rows all containing the same link (https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards). I was concerned this may be in error? There is only one other link ("https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media-https://www.ncsc.gov.uk/section/products-services/all-products-services-categories?productType=Data%20sanitisation&start=0&rows=20"). Can you advise how we fill this in? Are the links correct? I have attached a screenshot to highlight what I mean.	The links are correct. For visibility, in support of answering the questions and dependent on the relevant security question we have linked out to the full list of DWP security policy and standards that are now available on gov.uk. We recommend in line with the ISQ 'instructions' tab that suppliers use the requirements in column D in support of the completing the supplier responses within column F, G, H i.e. how you will or do meet the requirements within column D (further detail can be found in the corresponding policies and standards within this link).
6	Please could you confirm if there is a weighting methodology to be applied to the quality questions as listed in annex 2?	To answer your question in full please refer to section 39.14 to 39.17 Scoring and Weighting Methodology in the Instructions to Bidders and Annex 2 Quality Questions (uploaded to the attachments section of the ItT).
7	We are currently reviewing the requirements and feel the current deadline to submit a response is very tight and may impact the quality and value of our proposal. Could the DWP please consider an extension for submission?	All bidders are requested to refer to the JFS Timetable as stated in the Instructions to Bidders; Section 18. JFS Timetable.
8	Can I clarify minimum hours of support is each participant required to have 4 hours 1-2-1 support plus minimum of 1 xgroup session or Each participant has a minimum of 4 hours support which includes a minimum of 2 x1-2-1 sessions and at least 1 group session	All participants must be offered a minimum of 4 hours flexible, digital 1-2-1 tailored support, delivered in a minimum of 2 sessions, plus be offered at least 1 digital group session.
9	Can you please clarify how the financial assessment is conducted. What period are the financial evaluation calculations undertaken against? Last annual accounts, or all provided accounts which are then weighted in some manner? Can you explain how the Trend score is calculated? The Excel FORECAST function returns a predicted value, not a percentage. What is this predicted value compared against to derive the percentage used in the scoring calculation?	Financial viability risk assessment utilises the last 3 years published accounts. 40/50 using the latest accounts to perform ratios detailed in ITT documentation and 10/50 using a trend of last 3 years. <u>The Excel function returns a predicted value which is compared to the last accounts to calculate the %.</u>
10	The authority has provided an indicative volume of referrals per month. Please confirm how many referrals do you expect to provide within the first month and 3 month period. If you have prepared a profile for the remaining period then please share this information.	The Authority has provided a worked example of how the delivery fee may be affected should volumes fall below the contract profile for that period. This is for illustrative purposes only and does not reflect indicative volumes per month. The Authority will agree a start profile with the preferred supplier ahead of contract signature. The Authority assumes this will be a roughly flat profile with some allowance in the first few months for a period of ramping up. <u>Please also see Question 33 for referrals.</u>
11	Transfer of data, will the Authority provide referral information via a CSV file? If so will this be I CSV file per participant or can they be batched?. If they can be batched, what is the frequency they will be released, i.e. daily, weekly or monthly?	The provider will receive a CSV file for each customer referred. They are not in a batch, rather they are individual referral files. Frequency is daily, next working day following a Jobcentre Plus referral. E,G. A referral made on Monday will be received by the provider at start of business on Tuesday.
12	Input of data, are suppliers required to manually upload data onto the Authority ICT platform for each participant? Is there the option to use APIs or automate this process?	Providers can use their own automation APIs etc. but please be aware that you do this at your own risk and changes to PRaP may impact your automation. DWP will not be held responsible for issues of this kind.
13	Qualifications, what proportion of the service delivery team are required to be qualified or working towards a set qualification?. Also, what is the minimum level of qualification or experience that you expect?	We expect provision to be delivered by a Designated Adviser with the necessary skills and experience to provide the required service offer for each Participant, but we do not specify any particular qualifications that they would need to have.

14	Do we need to specify / name our supply chain in our response?	In Question 2.4.4 Quality and Performance in the Technical response bidders are requested if using a supply chain, to also complete Appendix 2 (Question 2.A.2) detailing your supply chain partners, including SME's, and provide a completed Subcontractor Declaration Appendix 3 (Question 2.A.3) from all subcontractors listed in your response to this question.
15	Digital group session (DGS), will a beneficiary need to complete a DSG in order to be a claimable outcome or do we simply need to provide access to these sessions?	Each participant must be offered at least 1 digital group session. There may be particular personal reasons why a participant might choose not to take up this offer, but we would expect that most of them would see the value of it and would participate. The provider may be asked by DWP for evidence that the individual has been offered the opportunity of participating in a group session, whether or not they take up that offer.
16	The instructions for the CCR have been provided but not the actual template, could this be provided.	The CCR template is attached within the Commercial Envelope, it is also attached within the Attachments to Suppliers section of the ITT.
17	Are the DWP looking for dozens/hundreds of small, strategic providers for this provision, or one large, n	The Authority will let one contract for the JFS Provision. However, this one contract could be with an organisation to deliver the whole contract themselves, or an organisation that is looking to subcontract some or all delivery to other organisations. The contract could also be between the Authority and a consortium and there is guidance in the Instructions to Bidders on how to bid as a consortium.
18	The JFS specification states the supplier must make contact with the Participant within 2 working days of the date of the referral, to arrange the initial meeting. Can the Authority confirm what evidence of contact attempts are required?	<p>The Provider should make at least three attempts to contact the Participant and should record the date, time and method used (including telephone number or e-mail address) of each attempt.</p> <p>AMENDED RESPONSE 05/10/20</p> <p>The JFS Specification at 2.11 states that the Provider must acknowledge the referral in PRaP within two days but does not specify that the Provider must also make contact with the Participant within the two days of date of referral to arrange the Initial meeting.</p> <p>As the initial meeting must take place within 8 (eight) working days of the date the referral was made by the authority, the Provider has this timeframe in which to contact the Participant and hold the Initial meeting. The draft Provider Guidance will be amended to clarify this point.</p> <p>The Provider should make at least three attempts to contact the Participant and for each attempt made, the Provider should record the date, time and method used (including telephone number or e-mail address) of each attempt.</p>
19	Could the Authority confirm what, aside from Welsh, are the language requirements for delivering the service?	Our general expectation is that communications with participants will be via English or Welsh. JCP work coaches will assess the suitability of potential participants and their capability of participating on JFS including being able to understand verbal and written communications in English and Welsh and being able to work on-line, via video conferencing and/or telephone connections. Providers must be able to support all eligible and suitable individuals referred by Jobcentre Plus including those from disadvantaged groups.
20	What evidence has to be provided to demonstrate that a participant's identity has been checked?	Providers are required to satisfy themselves that they have the right person, and retain records on how they came to that conclusion for any future assurance activity. The Authority is not prescriptive in the type of evidence that must be provided and the Provider Guidance has a suggested list of personal information that could be used, as set out at 3.15-3.17. Other ID can be used if it can be viewed through digital means, with the agreement of the customer.
21	Clause G1.2 and G1.4 e) of the JFS draft contract sets out a number of instances where the Supplier's liability in respect of indemnities is unlimited. This provision is out to step with the Cabinet Office Outsourcing Playbook which details that contracting authorities should not ask suppliers to take unlimited liabilities (other than the small number of incidences where this would not be lawful or commercial cross-government policy has been agreed). Will the Department therefore confirm that the contract will be updated to include a cap on heads of liability aligned to the Cabinet Office Model Services Contract (which recommends for example a £10m aggregate liability cap for loss or damage or breach of data protection legislation)?	We note Provider's comments regarding unlimited liability. These are being reviewed in line with Cabinet Office guidelines and a revised set of Terms and Conditions will be issued on 5th October 2020
22	We note the limits on Supplier liability as set out at Clause G1.4 of the JFS draft contract. However, Clause G3 is broad in its scope and the inadvertent effect is to render the limits at Clause G1.4 ineffective. By operation of Clause G3, the Supplier's liability generally under the contract for any breach or default is uncapped. Given these provisions are out of step with the Cabinet Office Outsourcing Playbook and the Model Services Contract, please can the Department confirm that it will update the draft contract so as to remove Clause G3?	We note Provider's comments regarding unlimited liability. These are being reviewed in line with Cabinet Office guidelines and a revised set of Terms and Conditions will be issued on 5th October 2020

23	<p>Please can the Department confirm our interpretation that the liquidated damages payable in respect of:</p> <ul style="list-style-type: none"> i) Clause G4.1 of the JFS Draft Contract are intended to be equal to the total monthly Delivery Fee due for delivery of Service per default; ii) Clause G4.2 are intended to be five percent (5%) of the total monthly Service Fee for each Working Day that there is an unresolved Default; and iii) Clause G4.3 are intended to be ten percent (10%) of the total monthly Service Fee for each Working Day that there is an unresolved Default; ? <p>Further and if the above is correct, please can the Department consider that such amounts could be interpreted as being punitive (and also enabling the Department to double recover losses) given in particular that there is no link between the liquidated damages payable under these provisions and i) the materiality of the Default; b) the losses actually suffered by the Department; and c) that there is no specific cap under these provisions. We request that the Department considers updating the contract to remove this Clause and that it relies instead on the indemnities and general liabilities under the contract to make a claim against the Supplier in these instances and which would be based on actual losses suffered as a result of the Default</p>	<p>We note Provider's comments regarding unlimited liability. These are being reviewed in line with Cabinet Office guidelines and a revised set of Terms and Conditions will be issued on 5th October 2020</p>
24	<p>Pursuant to Clause I1.1.a), the Department can terminate the contract for convenience at any time. Given that Suppliers will likely need time to ramp down / transfer services and that for example it will not be possible to reallocate staff immediately and thus mitigate costs, will the department consider making this Clause subject to a minimum notice period (for example 2 months)?</p>	<p>For clause I1.1a there will be a minimum notice period of 3 months. The T&Cs will be updated accordingly. A revised set of T&Cs will be re-issued ahead of ITT submission.</p>
25	<p>In accordance with Clause B3.5 of the Draft JFS contract, "timely Supply of the Services shall be of the essence of the Agreement". Time is of the Essence can mean a contract is terminated at no liability if any commitment whatsoever to delivering the service at a particular time / timescale is not achieved. We do not believe this is an equitable blanket transfer of risk and therefore request that the Department reconsiders the inclusion of this Clause and / or specifies under what circumstances the Department anticipates this requirement applying?</p>	<p>We agree that this clause is not appropriate and have removed this clause from the T&CS. A revised set of T&Cs will be re-issued ahead of ITT submission</p>
26	<p>We believe that Clause B1.1.B of the draft contract conflicts with Clause B1.2, please can the Department confirm which Clause applies.</p> <p>Related to the above, B1.2 states that the term is for a period of 1 year from the Effective Date (subject to a one year extension) which is defined as the date on which the Agreement is signed by both Parties. This would likely result in a service delivery period (from start of referrals) of less than 12 months. We had anticipated 12 months of service delivery from start of [referrals]/ [go-live], please can DWP confirm what assumption we should make for pricing purposes and whether the definition of Initial Term can be changed to reflect this.</p>	<p>It is 12 months of referrals, the contract will run for a period of 1 year from the 'Referral Period Start Date'. The T&Cs will be updated accordingly. A revised set of T&Cs will be re-issued ahead of ITT submission.</p>
27	<p>We believe that Clause D3.6 of the draft contract allowing the Department to extend the Referral Period (and therefore the Term of the Agreement) by two years is in conflict with Clause B1.2. Please can the Department confirm which Clause applies.</p>	<p>Clause D3.6 will be updated to 12 months A revised set of T&Cs will be re-issued ahead of ITT submission.</p>
28	<p>Clause B7.4 of the draft contract requires the Supplier to create and maintain a rolling schedule of planned maintenance to the IT Environment and B7.6 requires the Supplier to carry out any necessary maintenance in respect of the IT Environment. Given that IT Environment as defined, includes both the Authority System and the Supplier System, please can the Department confirm that these obligations should not in fact apply to the Authority System and that the contract will be amended?</p>	<p>We can confirm that these obligations should apply to the Authority system and be carried out by the Authority. The T&Cs will be updated accordingly. A revised set of T&Cs will be re-issued ahead of ITT submission.</p>
29	<p>Please can the Department clarify whether it considers Clause B16 of the draft contract relating to Universal Credit to be applicable and if not, that the Contract can be updated accordingly.</p>	<p>Clause B16 relating to Universal Credit will be applicable in this instance</p>
30	<p>The draft contract contains a number of references to Outcome Payment(s), please can the Department clarify that these are not applicable and that the Contract can be updated accordingly.</p>	<p>These are not applicable and will be removed. A revised set of T&Cs will be re-issued ahead of ITT submission.</p>
31	<p>Please can you confirm if the Initial Meeting is separate from the minimum of 4 hours 1-2-1 support?</p>	<p>We confirm that the offer of a minimum of 4 hours 1-2-1 support and at least one group session delivered digitally follows on from and is separate from the initial meeting. The initial meeting must be conducted on a 1-2-1 basis and must cover the requirements outlined in the Specification, Section 2.13 - 2.20</p>
32	<p>Does the Initial Meeting need to be delivered on a 1-2-1 basis or can it be done in a group setting?</p>	
33	<p>The Specification states that the 160,000 participants are 'starts', has the Authority made an assumption on the total number of 'referrals'</p>	<p>The Authority does not guarantee starts or referrals, but has made an assumption of c.10% drop between referrals and start numbers.</p>

34	<p>The 'JFS Draft Provider Guidance' 3.13 states 'you should then ask the Participant to reply to the email containing both the draft JFAP and the Induction pack, acknowledging receipt of both. This email acknowledgement will form part of the evidence required to confirm that the Participant has started on the JFS provision.' Can the Authority confirm whether this could potentially be shared and acknowledged through the use of our online portal, rather than email?</p>	<p>Providers may use any appropriate channels to confirm acknowledgment of the Induction pack and JFAP. However, evidence of the acknowledgement must be made fully available to the Authority for the purposes of Compliance checks.</p>
35	<p>Can the Authority please confirm that the Commercial Timeline provided in the JFS Instructions to Bidders (Page 20) is correct?</p> <p>The document explains that the evaluation period is from 12/10/2020 to 02/11/2020, but that contractual award will not take place until 6 weeks later on the 14/12/2020. Notwithstanding a 10 day standstill period we would therefore assume contract signature would take place on or after 28/12/2020.</p> <p>Can the Authority please confirm that this is correct or whether the contractual award date should read 14/11/2020 instead, with signature on or after 27/11/2020 which would provide 8 weeks for implementation?</p>	<p>The timeline in the JFS Instructions to Bidders is correct. The 6 week delay between the evaluation period is to obtain the internal governance including Cabinet Office sign off. Therefore, we would not announce the results of the competition until 30/11/2020, with standstill after this, so contract award would be around 14/12/2020.</p>
36	<p>How many providers do you envisage being awarded this contract? We are unclear if this is single supplier.</p>	<p>The Authority will let one contract for the JFS Provision. However, this one contract could be with an organisation to deliver the whole contract themselves, or an organisation that is looking to subcontract some or all delivery to other organisations. The contract could also be between the Authority and a consortium and there is guidance in the Instructions to Bidders on how to bid as a consortium.</p>
37	<p>As an SME our annual turnover is less than £40m therefor a calculation in this section will result in a RED result. Our expression of interest stated a volume of referrals we would commit to and we would be able to produce a calculation based on the estimated contract value of this volume rather than the indicative contract value or £40m.</p> <p>Can you clarify if this will be considered or if you will only award organisations with a turnover of £40m or more?</p>	<p>The Authority has not requested submissions of interest ahead of the ITT for JFS. Market engagement events were held and feedback may have been provided from suppliers but this will not impact the formal commercial process. The financial evaluation strategy states 'Failure to meet the turnover threshold will not mean automatic elimination from the competition but further assurances will be sort by the Authority regarding the organisation's ability to grow and cope with the requirements of the contract. Failure to provide these assurances will result in elimination from the competition'. So the £40m is not an absolute, but the provider must be able to demonstrate the ability to deliver the contract with minimal risk to the supplier or contract failure.</p>
38	<p>Are there any restrictions or preferences on where participant data can be held? Does it have to be UK only or can the data be held in the EU?</p>	<p>There are no preferences but if it is to be held, accessed or processed outside of the UK there are procedures to follow as per the Ts&Cs as the risk position will differ. "" E1.9 The Contractor and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. The provisions set out in this paragraph E1.9 shall apply to Landed Resources.</p> <p>E1.10 Where the Authority has given its prior written consent to the Contractor to access, process, host or transfer Authority Data from premises outside the United Kingdom (in accordance with clause E1.9 of the Contract):-</p> <p>a) the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;</p> <p>b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption."" It will be picked up as part of a wider Risk Assessment for the service/project with acceptance required from the Responsible Officer."" To note - Written consent to host data outside of the UK must be managed as part of a wider assessment for the service/project with acceptance from the Responsible Officer/Contract owner.</p>
39	<p>Will participant CSV files be sent to the provider, or does the provider need to download them from PRaP?</p>	<p>The CSV file will be provided to the provider in PRaP and can be downloaded from there. Bidders are requested to see the attached word document "CSV Data items" in the attachments section of the ITT. This contains all the data items for the CSV file. not all fields will be populated but these are the fields which we believe answers the question.</p>
40	<p>Can you tell us what fields are included in the participant CSV file</p>	<p>The CSV file will be provided to the provider in PRaP and can be downloaded from there. Bidders are requested to see the attached word document "CSV Data items" in the attachments section of the ITT. This contains all the data items for the CSV file. not all fields will be populated but these are the fields which we believe answers the question.</p>

41	Are there any requirements for coaches to be cleared/have background checks (e.g. BPSS or CRB)?	<p>Bidders are requested to refer to Chapter 8 of the Generic Provider Guidance (attachments section of the ItT) : section Staff vetting.</p> <p>AMENDED RESPONSE 02/10/20</p> <p>Bidders are requested to refer to Chapter 8 of the Generic Provider Guidance; section Staff vetting. https://www.gov.uk/government/publications/framework-generic-guidance-provider-guidance/chapter-8-information-security</p>																																										
42	<p>Section 2 (5.2) of the specification states that "The Delivery Fee will be an amount payable by The Authority to the Supplier on a monthly basis in respect of each month in which Referrals are made. The Authority reserves the right to adjust the monthly Delivery Fee payable in the event that DWP's estimate of the maximum anticipated starts [reference table in spec] is not achieved [reference para from T's & C's when developed]."</p> <p>Please can DWP provide some clarity as to the basis and mechanism upon which the monthly Delivery Fee will be adjusted as set out above to ensure that the Supplier has both delivery certainty (via forecasting and prior notice) and, certainty over cost and return?</p>	<p>We have a written example to demonstrate the meaning. The specification should say The Authority reserves the right to adjust the monthly Delivery Fee payable in the event that DWP's estimate of the maximum anticipated starts (see paragraph 1.13) is not achieved (Schedule 7.1 of the Terms and Conditions)</p> <table><tr><td></td><td></td><td>Jan-21</td><td>Feb-21</td><td>Mar-21</td><td>Apr-21</td></tr><tr><td>Profile:</td><td>Estimated starts</td><td>8500</td><td>13000</td><td>13000</td><td>13000</td></tr><tr><td></td><td>Service Fee</td><td>£2,125,000</td><td>£3,250,000</td><td>£3,250,000</td><td>£3,250,000</td></tr><tr><td>Example 1:</td><td>Actual Starts</td><td>6500</td><td>8000</td><td>10000</td><td>10000</td></tr><tr><td></td><td>Service Fee</td><td>£2,125,000</td><td>£3,250,000</td><td>£2,762,500</td><td>£2,762,500</td></tr><tr><td>Example 2:</td><td>Actual Starts</td><td>5000</td><td>6000</td><td>7000</td><td>9000</td></tr><tr><td></td><td>Service Fee</td><td>£2,125,000</td><td>£3,250,000</td><td>£2,762,500</td><td>£2,762,500</td></tr></table>			Jan-21	Feb-21	Mar-21	Apr-21	Profile:	Estimated starts	8500	13000	13000	13000		Service Fee	£2,125,000	£3,250,000	£3,250,000	£3,250,000	Example 1:	Actual Starts	6500	8000	10000	10000		Service Fee	£2,125,000	£3,250,000	£2,762,500	£2,762,500	Example 2:	Actual Starts	5000	6000	7000	9000		Service Fee	£2,125,000	£3,250,000	£2,762,500	£2,762,500
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43	<p>Section 2 (5.3) of the specification states that "Where the Delivery Fee is determined by The Authority in its absolute discretion as due".</p> <p>Please can DWP clarify that this wording is not intended to give it unfettered rights to determine when a fee is due and that the fee will be payable on a monthly basis as set out in the contract based on the delivery of the Services as defined (as may be adjusted by the number of referrals actually made via an agreed mechanism)?</p>	<p>The Authority will pay the Supplier on a monthly basis as set out in the contract with any deductions made as per the terms of the contract. The intention of this wording is to give the Authority final say on the monthly amount paid.</p>																																										
44	<p>Section 9 of the Specification refers to section 5 for details of the 'funding model' . We have assumed that this was intended to be a reference to section '2' of the Specification and not Section 5. Please can the Department confirm our assumption and that there wasn't intended to be further detail included</p>	<p>The funding model is outlined in Section 5 of the specification titled 'Payment Model'. There is no further infromation to follow.</p>																																										
45	<p>Paragraph 1.4 of Schedule 7 Financial Matters of the JFS Model Service Contract states the following:</p> <p>a) "payment rates set out in this Schedule 7.1 are to be reviewed in line with the volumes every three (3) months". Please can the Department clarify what is being referred to as the "payment rates"?</p> <p>b)" If the volumes in each three month period are below seventy five (75) percent of the profile for the period". Please can DWP clarify if Suppliers should expect the anticipated total volumes of 160k to be profiled over the initial Term depending on forecast demand?</p> <p>c) "the Delivery fee will be adjusted, at least, to eighty five (85) percent of the rate set out in this Schedule 7.1, for the period it relates to". Please can the Department provide clarity as to how the 85% threshold has been set and under what circumstances it would anticipate adjusting the fee further (noting the economic impact on the Supplier)?</p>	<p>a) the payment rates is the amounts of the monthly delivery fee b) Yes, the antiicipted toal volumes will be profiled on forecasted demand. However, please note that the department does not guarantee the anticipated voluems. c) The 85% threshold has been set through analysis of previous employment provision funding. The department will not be adjusting the fee further than the 85% threshold.</p>																																										
46	<p>Please note that at paragraph 4 of Schedule 7 (Financial Matters) of the JFS Model Service Contract, the cross referencing numbering needs updating. Paragraph 4.1.a) states that the Delivery Fee will be paid in equal monthly instalments rather than against a profiled estimate as implied by paragraph 1.4 and the example at Appendix 3 to Schedule 7. Please can the Department clarify how it intends to set and pay the Delivery Fee in this respect.</p>	<p>The Department intends to set out the schedule of the delivery fee at contract award, not necessarily in equal monthly instalements. The paragraph at 4.1a) has been updated to remove the word 'monthly'</p>																																										

47	<p>Paragraph 4 c) of Schedule 7 (Financial Matters) of the JFS Model Service Contract states "Should the Authority choose to unilaterally extend the Referral Period in accordance with Clause D3.7, it will be at the absolute discretion of the Authority to determine whether a Delivery Fee will be payable for any such period of extension and the amount of any Delivery Fee during such period of extension"</p> <p>We believe the unintended meaning of this drafting is that the Supplier could be compelled to continue to deliver Services beyond the initial period with no fees. Please can the Department clarify its intention?</p>	<p>The department's intention is to ensure continuity of the service if needed. The department will not compel the Supplier to deliver the Services with no fees.</p>
48	<p>We have noticed that the document "JFS Specification" and the document "JFS Sch 02 Service Requirements" (included in the draft contract pack) have some similarities and cover a number of the same areas. However we have also noticed some discrepancies although we have not been able to run a compare due to the PDF format. Therefore please can the Department advise which document bidders should refer to for the definitive requirements that are to be delivered and priced and which one will form part of the contractual documents for the successful bidder?</p>	<p>The bidders should refer to the JFS Specification for the definitive requirements. The document JFS Sch 02 Service Requirements has been updated to contain the same information as the JFS Specification.</p>
49	<p>The specification provides an initial estimate of the volumes to be seen over a 12 month period totalling 160k. Are the Authority able to provide any regional estimations to support providers in understanding the geographical spread and any potential need for local/regional expertise?</p>	<p>DWP have estimated the number of JFS provision places by geographic region over 12 months as follows. DWP do not guarantee these volume estimate totals, nor do we guarantee this regional split.</p> <p>Central and West Scotland 6,952 East and North Scotland 5,848 London and Essex 28,502 North Central England 17,472 North East England 13,586 North West England 16,846 North and East Midlands 18,975 South East England 16,018 South West England 13,790 Wales 6,400 West Midlands 15,612 Total 160,000</p>
50	<p>The specification describes the use of a digital platform, does the Authority require any provision for those without access to digital or is the anticipation that JCP will only refer those capable of accessing the digital service?</p>	<p>AMENDED RESPONSE</p> <p>Wherever the term "digital service" is used this is taken to mean both service delivered on-line and, for those customers not able to work on-line, service delivered via telephone. JCP Work Coaches will confirm as part of their suitability checks that customers have access to 'digital' support</p>
51	<p>Section 2.27 states that the provider must provide a copy of the final JFAP to the participant. Would it be acceptable for this to be provided electronically and / or via a portal or via email? If not, is there a requirement for hard copies to be sent to the participant or to JCP?</p>	<p>Given that this is a digital-based provision, there is no requirement for the JFAP to be sent by hard copy to the participant, and an electronic version is acceptable.</p> <p>At 5.07 of the JFS Provider Guidance it also states that providers should send the requested JFAP to the return JCP email address, via unencrypted email.</p>
52	<p>In the event of a re-referral is the 20-day duration period started from day zero or should the participant pick up from the previous stage in their timeline?</p>	<p>A re-referred Participant would re-start the provision from day one and would be entitled to the full JFS offer</p>
53	<p>Section 11 of the instructions (and specifically 11.2) sets out the instances in which bidders can disclose the JFS ITT information. We have noted that 'sub-contractors' and members of the supply chain generally are not included in the list of permitted recipients. Please can the Department confirm that we can disclose ITT documents to subcontractors on the basis of the conditions of paragraph 11.2 of the instructions?</p>	<p>We can confirm that the Bidders can disclose the ITT documents to subcontractors under the conditions on paragraph 11.2</p>
54	<p>Unfortunately our IT security policy won't let us download the following document because of the file type (.bin) - is it possible for this document to be sent / uploaded in a different format?</p> <p>4. Annex 4 - For completion re Customer Satisfaction CSS6.xlsm</p>	<p>The document has been uploaded in this format as it contains macros. We have uploaded the same document (as Version 2) with the macros unenabled to allow it to be opened during the Tender.</p>

55	<p>You state in your response to Question Number 12 "Providers can use their own automation APIs etc. but please be aware that you do this at your own risk and changes to PRaP may impact your automation."</p> <p>We would like the potential system to integrate with DWP's existing Authority ICT platform. Is there any documentation or guides to this system that might help us to estimate the complexity of integrating with this system ?</p> <p>If this documentation is not available prior to the contract being awarded, is it feasible to add this integration later, after initially starting with a more manual process?</p>	<p>The system that is used is an oracle self-invoicing system. We don't have any specific documents at this stage, however you can add your own automation once you have access to the system. More PDF documents can be found here.</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/762772/prap-questions-and-answers.pdf</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/762771/prap-terms-and-conditions.pdf</p> <p>Bidders are requested to note that any automation will need to be approved by DWP security.</p>
56	Can the authority please consider extending the deadline for clarification questions, til Friday 9th September?	Unfortunately not, this is to ensure that we can publish the responses with sufficient time for Bidders to impact them against tenders.
57	Can you please tell us where we can find Annex 3 – Customer Satisfaction Survey'?	The Customer Satisfaction Survey is attached in the attachments section of the ItT as; Annex 4 - For completion re Customer Satisfaction CSS6.xlsm
58	The tender documents set out an estimate / indicative referral volume of 160k over a 12 month period however, the pricing template spreads the TCV for the 160k volume across 13 months. So that we can understand the impact from our own P&L perspective, please can the Department clarify the purpose of spreading the fee across 13 months rather than 12 and if it is intended that this will also apply to the successful contract (and noting also our separate earlier CQ where we highlighted that the Term as defined in the contract is only for 12 months from contract signature including mobilisation / set up	It is anticipated 12 month programme however due to the start and end dates this will cover Jan-21 to Jan-22 (13 months). The service fee will be paid monthly in arrears therefore covers Feb-21 to Feb-22.
59	The JSSP model in 2009/2010/2011 allowed small strategic companies to receive referrals from local JCPs. In essence they were referred to local recruitment agencies who have the digital capacity to market that customer's CV to local companies immediately. This model worked exceptionally well. If the JFS is to be awarded to one organisation or a consortium, how do you expect it to work any differently or more effectively than the general Work Programme provider model does/doesn't now?	Job Finding Support is designed to help those who have recently become unemployed, who may not need sustained help with the jobsearch, but would benefit from a short package of tailored support to help them become familiar with current recruitment practices and understand sector specific approaches. The specification states that each Participant will be offered a minimum of 4 hours flexible, digital 1-2-1 tailored support and the opportunity to join at least one digital group session, that this will be delivered by a designated adviser with the necessary skills and experience to provide the required service offer for each Participant, and that the Participant will receive tailored support to enable them to develop a personalised CV and Job Finding Action Plan (JFAP). A single national contract ensures that all recently unemployed people, wherever they reside, will have access to this service.
60	Given the max value for this tender is £40m, will this exclude smaller companies whose turnover is far less than this? It seems to go against the other criteria held on contracts finder which says it is eligible for SMEs and VCSEs (many of which wouldn't have turnover of north of £100-120m say (so that the £40m contract is not a large % of their turnover) – do you have a comment on restrictions or thresholds on this, or min allowed turnover, and would an SME be allowed to bid (if they have a big enough network) given this is a light touch regime and just a maximum listed value that will be called off dependent on volumes?	The Authority needs to ensure an appropriate balance of risk. There is a metric included in the FVRA strategy which uses turnover as a proxy for financial capacity. This metric is set at 100% growth (so £40m turnover requirement) so the Authority has an assurance a Bidder has the resources and capacity to successfully deliver the contract. However, if a Bidder identifies they will fail this metric but considers there are mitigating circumstances, the Authority will review each on a case-by-case basis as per Financial Evaluation paragraph 3.5.
61	Are digital exclusion / assisted digital needs included in this requirement from the DWP?	<p>Wherever the term "digital service" is used in the specification this is taken to mean both service delivered on-line and, for those customers not able to work on-line, service delivered via telephone. JCP Work Coaches will confirm as part of their suitability checks that customers are capable of participating on JFS including being able to work on-line, via video conferencing and/or telephone connections.</p> <p>Providers are required to be Disability Confident and should follow the accessibility principles set out in the Disability Confident scheme, e.g. making sure online or offline processes are fully accessible – for example, providing a named contact, telephone number and email for applicants to request support or ask questions.</p>
62	Is the expectation that the volume of job coaches needed to handle this contract be ready straight away, i.e an existing network called upon, or can they be recruited? Or both? For instance, we note the DWP themselves are underway recruiting 35,000 more job coaches for JCPs.	Please see the Invitation to Tender JFS Quality Question 2.4.1 Implementation which asks bidders to outline their chosen go live date and a timeline for staff recruitment and training. Bidders need to demonstrate in the tender that they will be able to stand up the service, whether recruiting individuals or use an existing network, to achieve their chosen go live date, which must be in line with the latest go live date allowed outlined in 18.1 of the Instructions to Bidders. As outlined in the response to Q. 10, the Authority will agree a start profile with the preferred supplier ahead of contract signature. The Authority assumes this will be a roughly flat profile with some allowance in the first few months for a period of ramping up and will take into account the preferred suppliers chosen go live date.
63	What is the differentiation between a job coach in a JCP undertaking this work, and a job coach under the successful provider here for this provision?	Job Finding Support is designed to help those who have recently become unemployed, who may not need sustained help with the jobsearch, but would benefit from a short package of tailored support to help them become familiar with current recruitment practices and understand sector specific approaches. This will ensure that JCP work coaches can focus on other people needing sustained support.
64	The timeframe for response seems to be quite tight given other large government tenders, and given the size. Will the authority look at a possible extension for all bidders?	All bidders are requested to refer to the JFS Timetable as stated in the Instructions to Bidders; Section 18. JFS Timetable.

65	Re our message sent on the 22/09/2020 regarding hours of support clarification are you in a position to respond	<p>Please see Q&A Log uploaded to the attachments section of the ItT visible to all suppliers on 25/09/20 and 29/09/20. These updates were announced via broadcast messages. Your question was answered on the 25/09/20 Q&A Log. For ease please find extract answer to your question;</p> <p>"All participants must be offered a minimum of 4 hours flexible, digital 1-2-1 tailored support, delivered in a minimum of 2 sessions, plus be offered at least 1 digital group session."</p>
66	Given the importance of the Digital Platform to the success of this Service, can the Authority please consider allowing bidders to present / demo their proposed Digital system? This will allow the Authority to more fully understand the service on offer – including the Job Seeker's experience, and the support and tools available to them. We have developed a platform which incorporates the latest in automation and AI – including jobs matching, CV scraping, transferable skills analysis and community / peer forums – all supported by trained and experienced job coaches / employment advisors. We feel that in the technical questions asked, there is no ability to fully demonstrate this offer. If a presentation / demo is not possible, can the Authority please allow the submission of screen shots / customer journey illustrations as part of the submission.	We are not allowing bidders to present or demo their digital systems during this procurement. However, bidders are able to insert screenshots or customer journeys into their answers, while complying with the page count.
67	Re: Re: CQ - Section 9 - This was a typo and in fact referred to 1.14 of the specification. In any case we are happy now to withdraw the CQ.	Noted.
68	Schedule 2.4 of the T's & C's has two Security Schedules, one for Tier 1 and 2 and the other for Tier 3 and 4. Could the Department please confirm that JFS will be classed as a Tier 1 provision for the purposes of the Security requirements. In addition the wording in relation to the requirements for ISO27001 and Cyber Essentials plus for Tier 1 and 2 states that "The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification ISO/IEC 27001 and Cyber Essentials Plus" Could the department confirm under what circumstances would they deem it "applicable" for a subcontractor to hold these accreditations, or is the requirement that if any subcontractor is used in the provision of the service that they are accredited as such?	<p>The Level 1 and Level 2 schedule included in the T&Cs are applicable to this procurement. The Level 3 and Level 4 section will be removed and a revised set of T&Cs will be re-issued ahead of ITT submission.</p> <p>It is a requirement that the Supplier obtain and maintain the certifications referenced in the Security Schedule. It is also a requirement that the Supplier ensures that subcontractors working on the service for the Authority also obtain and maintain these certifications.</p> <p>The applicable bit is that it applies to subcontractors working on the service for the Authority so, it wouldn't apply to subcontractors in the Suppliers supply chain who are not working on the Authority service.</p>
69	CSS1 states "For 95% of Participants the Supplier must within 8 (eight) Working Days of the date the referral was made by the Authority hold the initial meeting" can the Department confirm if this is 95% of accepted referrals or 95% of total referrals. The draft guidance states "You must make contact with the Participant within 2 working days of the date the referral was acknowledged to arrange the initial meeting. You should make at least 3 attempts to contact the potential Participant but in that event that you are unable to contact them, you should reject the referral in PRaP". If the requirement is for 95% of all referrals to have an initial meeting within 8 days of referral, will those rejected referrals where the 3 failed attempts to contact the participant is evidenced be taken into account in terms of meeting the Customer Service Standard?	<p>No. CSS1 relates to Participants. Only those referrals that result in a start on JFS provision will be taken into account in calculating the achievement of this customer service standard.</p> <p>The draft Provider Guidance will be amended to clarify that, as set out in the response to Q18, the Provider has within eight days of the referral being made in which to contact the Participant and then hold the Initial meeting.</p> <p>In the event that the Provider is unable to contact the Participant to book the Initial Meeting within this timeframe, and after making at least three attempts, they should record the correct outcome, as set out in Annex 2 of the Provider Guidance.</p>
70	Do you expect the contract to be awarded to an organisation that has the digital and technical capacity to update Applicant Tracking Systems with each customer's newly developed CV, or do you expect the customer to manage their own CV Marketing activity once the 4 hours provision concludes	Job Finding Support is designed to help those who have recently become unemployed, who may not need sustained help with the jobsearch, to help them become familiar with current recruitment practices and understand sector specific approaches, and to help them develop a personalised CV and Job Finding Action Plan (JFAP). The participant will then be able to work on their own, and with support from their work coach, to follow their JFAP and secure employment. The capacity to update Applicant Tracking Systems is not part of the specification and will not be taken into account in awarding the contract.
71	Can you please advise what the financial penalties are and how they are calculated? LINKED QUESTION 05/10/20 The financial penalties are referred to in the specification for job finding support document section 4.22 and 4.23 where mention is made of financial consequences for failure to meet the required standards. Does this relate to the participant scores on the customer satisfaction survey which can be subjective or to the qualitative standards of delivery of the programme?	The contract specification para 5.3 states At its discretion, the Authority reserves the right to make deductions from the Delivery Fee payments as a result of the CSS targets outlined below: Please See table in specification para 5.3 which relates to service credits applicable for CSS1 and CSS2. This paragraph 5.3 and table does not apply to CSS6 the customer satisfaction survey.
72	Many thanks for the CQs responses to No:7 and No: 35 , we appreciate the need for the tight turnaround and the Authority's evaluation / governance process but would the Authority consider extending the submission date by 48 hours to accommodate Bidders internal governance requirements.	All bidders are requested to refer to the JFS Timetable as stated in the Instructions to Bidders; Section 18. JFS Timetable.

73	<p>Having looked at the Delivery Fee adjustment example set out at Appendix 3 to Schedule 7 of the draft contract and compared it to the mechanism explanation set out at paragraph 1.4 of Schedule 7, we believe that the two are not aligned and it is therefore not clear how the adjustment is intended to operate.</p> <p>Specifically, paragraph 1.4 states "...if the volumes in each three month period are below seventy five (75) percent of the profile for the period, the Delivery fee will be adjusted.....". In the example, estimated vs. actual volumes are shown for four months but only February drops below 75% against estimated volumes. Therefore, in accordance with paragraph 1.4, we would not expect any adjustment to be made to the delivery fee yet it is in fact adjusted in March and April.</p> <p>Please can the Department review this and provide clarification or updated materials to help our understanding, possibly by way of an example across a 12 month period (noting we have assumed that the review period will be quarterly but not on a 'rolling' three month basis).</p>	<p>The Delivery Fee adjustment will be calculated on a three month rolling average of starts on provision compared to profile. The Delivery Fee is paid in arrears, and any adjustment will be applied to the Fee payable in the month following the relevant three month period. The following illustration shows the adjustment over a 12 month period. Please note that profile figures used are for illustration only in this example. Final profiles will be agreed with the successful bidder prior to go-live: See Profile Figures Annex (attached separately in the Attachments section of the ItT.)</p>
74	<p>Clause B4.6 of the JFS Contract describes how the Customer Services Standards can be changed by the Authority. Please can the Department clarify that such proposed changes will be subject to review, assessment and agreement in accordance with the Change Control Procedure so that the impact of any changes can be understood by both parties prior to their introduction?</p>	<p>We can confirm that any changes to the Customer Service Standards will be subject to the Change Control Procedure.</p>
75	<p>Clause B4.2 of the draft contract states that "In measuring the Supplier's performance against each of the Customer Service Standards (CSS), the Authority shall have absolute discretion to choose any CSS Measurement Point and any CSS Measurement Period". From reading the related documents such as Schedule 02 Service Requirements and the operation of the Service Credit mechanism, it is our interpretation that the Customer Service Standards for JFS will be measured and reported on a monthly basis. Can the Department please confirm that our interpretation is correct and that this will be the only basis for measuring performance against the Customer Service Standards 1 and 2 in the <u>Specification for the purposes of Service Credits</u>.</p>	<p>The CSS will be reviewed and reported on a monthly basis in general. The intention behind this clause is to allow The Authority to review and report on any of CSS outside of the monthly periods if there is a need (e.g. poor performance or suspected fraud).</p>
76	<p>In CQ39 a word document named CSV Data Items is mentioned however I cannot find it within the <u>Attachments section</u>.</p>	<p>This has been uploaded to the attachments section of the ItT.</p>
77	<p>Thanks for the CSV Data Items attachment.</p> <p>We notice there is no field for participant email address: can we confirm that you will not be providing an email address for the participant at the point of referral?</p>	<p>No, DWP will not provide the Customers Email address as part of the referral. The selected provider will receive the customers telephone number and some other contact details and they will be responsible for collecting and recording the Email address that the customer wishes to use for JFS communications.</p>
78	<p>You say that there is more information in "Chapter 8 of the Generic Provider Guidance (attachments section of the ItT) : section Staff vetting." We can't see a document with that title, but can see one titled "JFS DRAFT Provider Guidance" where Chapter 8 refers to Management Information. Is there another document we should be referring to?</p>	<p>Bidders are requested to refer to Chapter 8 of the Generic Provider Guidance; section Staff vetting. https://www.gov.uk/government/publications/framework-generic-guidance-provider-guidance/chapter-8-information-security</p>
79	<p>Your response to Q41 (re- background checks for coaches) in the most recent QA log states: "Bidders are requested to refer to Chapter 8 of the Generic Provider Guidance (attachments section of the ItT) : section Staff vetting."</p> <p>However the only document we can see approximating this is 'JFS Draft Provider Guidance', in which chapter 8 is labelled 'Management Information'. Neither is there any discussion of Staff Vetting anywhere else in the document. Please can you clarify where this section is to be found?</p>	<p>Bidders are requested to refer to Chapter 8 of the Generic Provider Guidance; section Staff vetting. https://www.gov.uk/government/publications/framework-generic-guidance-provider-guidance/chapter-8-information-security</p>
80	<p>Can the Authority please clarify whether all modern browsers can be used to access PRaP and also confirm the required communications method (i.e. Internet via SSL / TLS).</p>	<p>DWP recommend that providers use Firefox or internet Explorer to access PRaP. Communications will be internet via TLS.</p>
81	<p>In respect of clause B5.1 of the JFS Contract, please can the Authority clarify that the Performance Improvement Process would only be triggered (at the Department's discretion) where a Service Failure occurs or where the Authority acting reasonably believes that a Service Failure has occurred. On this basis we request that the Clause is updated to state for example "Where a Service Failure has occurred (or where the Authority has reasonable grounds to believe that a Service Failure has occurred), the Authority may at any time (in its absolute discretion) elect to give a Performance Improvement Notice to the Supplier in respect of such Service Failure and thereby initiate the Performance Improvement Process in accordance with this Clause B5</p>	<p>The T&Cs have been updated to reflect this.</p>

82	<p>We believe that the drafting for Clauses G1.11 is broad and could be interpreted as passing all liability of the Participants over to the Supplier. To clarify the intention of this Clause, we propose that this liability should be limited to the services carried out by the Supplier. Please can the Department consider the following amended clause:</p> <p>"G1.11 - Responsibility for the management and supervision of all Participants rests entirely with the Supplier subject to the Supplier's obligations in relation to the Services and subject to the Participant complying with reasonable instructions the Supplier may issue"</p>	We are unable to amend this clause for this contract.
83	<p>In respect of JFS Contract Schedule 10 (Guarantee), Clauses 5.1 and 5.2 operate so as to make this a continuing guarantee without any clear end point. Please can the Department clarify that this was not the intention and that following proposed amendments are acceptable?:</p> <p>In clause 5.1, line 4, the wording "or termination of" should be removed. In clause 5.2, line 1, the wording "until the Guaranteed Obligations have been satisfied or performed in full" <u>should be added after the wording "for the Guaranteed Obligations</u></p>	We have made the revision to only Clause 5.1 in the updated T&Cs. We are unable to update clause 5.2 however, we can confirm that once the Guaranteed Obligations have been performed, there will not be any further Guaranteed Obligations.
84	Can you please advise what IT platform the referrals will be received and what platform the outcomes will be loaded to? Will we require any specialist software to access this?	Providers will receive referrals via PRaP (Provider Referrals and Payments System) which is a web based service. Access to the system will be arranged as part of the programme implementation. More information can be found in the following link https://www.gov.uk/guidance/provider-referrals-and-payments-prap-system-for-dwp
85	As a fair proportion of newly unemployed customers are likely to professional / mid-management / senior-management from November onwards, who already have excellent CVs; does the Authority expect the Provider to offer a higher level of service to promote these customer's profiles within the hidden marketplace? In effect, 4 hours of coaching/CV modifications/interview preparation being swapped for 4 hours of CV marketing and distribution campaigns targeting employers whose business profile and incumbent skill sets matches that of the customer (and vice versa).	Participants must be offered a minimum of 4 hours 1-to-1 support plus at least one group session, and, as the specification sets out, within a maximum of 20 working days from the start date 100% of completers must have an agreed (and finalised) personalised CV and JFAP for seeking employment. A key feature of JFS is that the support should be tailored to the individual participant's needs, and if a participant and the provider agree that the participant's CV is already well developed and personalised they may agree to focus more on other aspects of <u>helping the participant seek new employment.</u>
86	Many thanks for the response to CQ 54, unfortunately the file name for version 2 doesn't seem to have an attached document. Can the Authority please reload the file on to the portal.	I have been into the attachments section and have checked that the version 2 is attached and opens. I can confirm that it does. For ease I'm attaching it also to this message. Please let me know if you can access it from this email.
87	In relation to paragraph 42 of the Instructions to bidders, please can the Department clarify that a Parent Company Guarantee will not be required for this procurement?	If a JFS Bidder has a Parent Company and is successful in a contract award, DWP may require a signed Parent Company Guarantee, satisfactory to DWP, to be in place prior to the JFS Contract being signed.
88	<p>We note the definitions of a 6 score and an 8 score in the evaluation criteria for the technical response. Given that Bidders must obtain at least a 6 in order to pass through this gate – and then the final evaluation will be on price only, are we to assume that there is no benefit in offering services that exceed the minimum service requirements?</p> <p>While we believe we have significant added value to offer the Department, it appears to us that there is no ability for the Dept to evaluate / award points for that additional value.</p> <p>Can the Department please clarify?</p>	<p>AMENDMENT 06/10/20</p> <p>Bidders must obtain a 6 in all of the questions to ensure they pass that stage of the evaluation in order to have their pricing evaluated. This is to ensure that a high level of quality is obtained on the services as well as value for money. There is the possibility of scoring an 8 on the technical questions which will be looked at in the event of a tie-breaker as outlined in the Instructions to Bidders at section 41 . It is the bidder's decision to determine whether they would like to offer services that exceed the minimum service requirements.</p>
89	<p>The aims of the requirements set out in Schedule 13 (Life Chances) of the JFS Contract are ones that we are committed to corporately and form part of our wider responsible business agenda. Notwithstanding this, we feel that a number of the requirements are not appropriate for this programme when taking into account 1) the relatively short term nature of this opportunity 2) rapid stand up and mobilisation and recruitment 3) the mix of delivery partners to be used. We therefore request that the Department considers that a number of Clauses should be qualified with the following statement:</p> <p>"The Supplier shall take reasonable steps where appropriate to....."</p> <p>This above statement to apply to Clauses 2.3a) / 2.3b iv, v, vi / 2.3 c) to f).</p>	We are unable to amend these clauses for this contract.

90	With respect to the Financial Evaluation detailed from page 40 of the JFS Instructions to Bidders document, please can the Authority confirm when the Financial Viability Risk Assessment (FVRA) document needs to be completed by. If this to be part of the submission on Mon 12th Oct, please can the Authority provide bidders with the FVRA template	<p>Please provide the financial data as requested for the ITT deadline. As detailed in para's 40, please provide as a minimum :</p> <p>'40.24 To complete this assessment, the Authority requires potential bidders to submit:</p> <p>40.24.1 Income Statement (Profit and Loss); 40.24.2 Statement of Financial Position (Balance Sheet); and 40.24.3 Cash Flow Statement, 40.25 covering the last three (3) years of company accounts.'</p> <p>If you wish to supply further evidence to support you financial feel free to do so. The FVRA template is an internal calculation and suppliers just need to supply the appropriate financial information for the department to complete this action as detailed in para's 40.</p>
91	Further to the example of Clause 1.4 in Schedule 7.1, please can the Authority confirm whether the level of the monthly service increases in future months as the shortfall in number of starts is made up and quarterly average exceeds the estimate, or whether this revenue is lost for good?	In the event that an adjustment to the Delivery Fee has been applied, and starts subsequently increase to the extent that they become in line with the original anticipated cumulative starts over the contract period to date, DWP will reinstate any previous reductions.
92	Further to the example of Clause 1.4 in Schedule 7.1, please can the Authority confirm whether the level of the monthly service increases if the actual number of starts in each quarter exceeds the estimate?	In the event that the unit cost agreed with the successful bidder means that additional places can be provided within the original total available contract value, and where there is greater demand for JFS support than the contracted volume of places allows, then DWP and the Provider may agree to additional starts, with a commensurate increase to the Delivery Fee, up to the total contract value.
93	Will the Authority consider the financial robustness of the Awarded bidder to waive the PCG as a Precedent Condition?	If a JFS Bidder has a Parent Company and is successful in a contract award, DWP may require a signed Parent Company Guarantee, satisfactory to DWP, to be in place prior to the JFS Contract being signed.
94	Could the Authority confirm whether the optional contract renewal is "up to 1 year" as B1.2 mentions, or is for a fixed 1 year period (12months)?	The optional contract renewal is up to 1 year.
95	A4.2 Supplier code of conduct: should the clause read "A4" and does a breach open a termination right to the Authority?	The cross references have been updated in the revised T&Cs. Clause A4 states that 'Any breach by the Supplier of this Clause A5 shall entitle the Authority to terminate the Agreement by issuing a Termination Notice to the Supplier.'
96	B.9 2: could the Authority confirm the meaning of the comment "Is ICE still going? ICE is still going Still going"?	This is a drafting error. ICE is still ongoing and will be used. This has been removed in the updated T&CS. A revised set of T&Cs will be re-issued ahead of ITT submission.
97	B.9: Participant complaint: could the Authority confirm under which circumstances it would take actions as described in B9.5, if the procedure is in place and the requirements of clause B9 fulfilled?	The Authority cannot confirm all the possible circumstances when it would look to take action.
98	Could the Authority confirm the level of coverage required for the insurance dispositions?	Schedule 2.5 states 'Not less than £10 million in respect of any once occurrence the number of occurrences being unlimited in any annual policy period, but £20 million in the aggregate per annum in respect of products and pollution liability.'
99	Cl. 5.3: could the Authority confirm that the proportion of Delivery Fee, up to 5% of the TCV, paid over the first 3 months would not be subject to any deduction made as a result of the CCS?	The 5% would be subject to any deductions made as a result of the CSSs.
100	In clause G1.2(Limitations on liability), could the Authority confirm to what clause it refers exactly, as it says "C8(VAT)", but VAT is C6 and C8 is related to "Promoting Tax Compliance"?	This has been removed in the updated T&Cs. A revised set of T&Cs will be re-issued ahead of ITT submission.
101	Would a pandemic constitute a FM event, considering it's outside of the Supplier's reasonable control? if not, what relief is available to the Supplier under the contract in the event that it is restricted to provide the services due to COVID issues (or any new form of the virus), that are outside of the Supplier's control?	For any programme amendments that are required due to further unforeseen circumstances, The Authority will resolve these through contractual amendments using the Change Control Procedure.
102	CSS 1 states "For 95% of Participants the Supplier must within 8 (eight) Working Days of the date the referral was made by the Authority hold the initial meeting". The Authority assumption of 10% drop out from Referral to Start (per CQ response 33), surely means that CSS 1 will always be failed. Please can you correct our understanding of this wording	As detailed at question 69, this is not the case that 'CSS1 will always fail' as CSS1 relates to Participants. Only those referrals that result in a start on JFS provision will be taken into account in calculating the achievement of this customer service standard. We would not regard someone referred to provision who subsequently fails to start as a Participant.
103	Can you please confirm limits required Clause G2 – states that insurance is needed, however, doesn't give defined limits. – this is referenced in Schedule 5.	Schedule 2.5 states 'Not less than £10 million in respect of any once occurrence the number of occurrences being unlimited in any annual policy period, but £20 million in the aggregate per annum in respect of products and pollution liability.'

104	<p>Can you please confirm if DWP would be willing to remove the indirectly caused claims on the following</p> <p>Clause G3 – This states that you must indemnify fully and hold harmless the Authority at all times – 'in respect of personal injury, death or loss or destruction of or damage to property.....caused whether directly or indirectly in whole or in part by any Default of the Supplier or it's Personnel or by circumstances within its/their control' '...against all claims/losses etc re death/loss/injury or destruction arising from the use of the Services, whether directly or indirectly caused' '...against all claims/losses etc arising out of the supply of the Services, the non-performance of the Services, any advice given or omitted to be given by the Supplier whilst onsite, and any other claim that they may not whether Directly or indirectly caused'</p>	This reference has been removed from updated T&Cs.
105	The Authority reported that revised Ts and Cs would be issued ahead of the ITT submission, when can we expect to receive these?	The revised T&C's have been published today
106	In practice how will the Job Finding Support offer be different from the offer from the National Careers Service?	<p>Job Finding Support will be focused on providing a service improving the Participant's understanding and ability of how to apply for employment opportunities, improving the likelihood of securing sustainable paid employment. To be eligible, participants must be unemployed and claiming benefits for less than 13 weeks. JFS will be delivered on-line and will provide a minimum of 4 hours of digital one-to-one service, plus at least one group session, generally over 10 working days, with a maximum of 20 working days. The National Careers Service will provide broader information, advice and guidance to help people make decisions on learning, training and work opportunities. The careers adviser will undertake a series of interventions from initial skills assessment through career management until a job and/or learning outcome is achieved.</p> <p>This is a universal service for adults in England, within which there are identified priority groups. Primary Customers are adults living or working in England, aged 19 or over (or aged 18 for those who are not in education employment or training) with a focus on the following Priority Group Customers:</p> <ol style="list-style-type: none"> 18-24 year olds not in education, employment or training (NEETs); Low-skilled adults without a level 2 qualification; Adults who have been unemployed for more than 12 months; Single parents with at least one dependent child living in the same household; Adults with special educational needs and/or disabilities; and Adults aged 50 years and over who are unemployed or at demonstrable risk of unemployment. <p>DWP work coaches will consider a referral to the National Careers Service where skills needs are less clear and/or the claimant has:</p> <ul style="list-style-type: none"> an employability skills gap a poor employment history lack of understanding of their current skills levels and those required by the labour market outdated skills those previously signposted but who have not made use of the service.
107	<p>The Background Information tab of the Information Security Questionnaire asks whether we will hold</p> <ul style="list-style-type: none"> an accreditation or certification to Cloud Security Alliance (CSA) STAR that covers the scope of the service by contract go -live? an accreditation or certification to Service Organisation Control (SOC) assurance that covers the scope of the service by contract go -live? <p>Please could DWP confirm whether it is acceptable to secure these after go-live as we are not clear from having read Schedule 2 of the Terms and Conditions.</p>	If a provider does not have these accreditations or certifications prior to contract award, the Authority will, if successful in award of contract, consider whether this is required and agree an implementation plan and timeline accordingly. The supplier will not be negatively impacted or marked down for not having these in place at this stage.
108	<p>Thank you for your response (CQ 66) regarding screen shots / . The page count is already very tight (16 pages in total to articulate our solution for this critical Service). Can the Authority please consider allowing an additional 4 pages for screen shots / customer journeys relating to our proposed system? This will better allow the Authority to understand the full Participant experience</p>	The Authority will not be increasing the page limit for responses to the questions. Should you wish to include screenshots please do so within the set limits.
109	Please can you clarify if there is a page limit for Appendix 1 in 2.4.1 Implementation? Given that it includes a GANTT chart (which is difficult to display on portrait page orientation without generating lots of pages), supporting narrative and RAG risk rating, our completed Appendix 1 is considerably longer than the 3 A4 sides allocated for answering the other questions in 2.4.1 - is this acceptable?	There is no page limit for Appendix 1 in 2.4.1.
110	Additionally, please can you clarify if Appendix 1 should be included at the end of our response to 2.4.1, or whether it should be included as a separate attachment?	You should upload your Appendix 1 in 2.A.1 on the ItT.

111	We have started to upload on to the portal today and cannot find a section for uploading the necessary files for the FVRA. Is the intention for these to be added in the appendices section?	Yes. Please insert these into the appendcies section in the qualification envelope at 16.1
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