**INVITATION TO TENDER LETTER**

Department for Education

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| Sustainability and Climate Change UnitDepartment for EducationGreat Smith StreetLondonSW1P 3BT |

Dear Supplier,

**INVITATION TO TENDER (ITT) for NATIONAL EDUCATION NATURE PARK & CLIMATE LEADERS AWARD**

1 Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

 Document 1 Instructions on the tendering procedures.

Document 2 Departmental standard requirements

 Document 3 Specification of the requirement.

 Document 4 List of attachments.

 Document 5 Declaration and information to be provided by tenderer.

2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below using the address label provided.

3 Your tender **must** be received via Jaggaer no later than **22 June at noon**. Late tenders **will not** be considered.

4 If you have any questions about the tendering procedure, please email us via the Jaggaer platform. Alternatively, you can contact us at dfe.sustainability@education.gov.uk.

Yours sincerely,

Jonathan Dewsbury

SRO Sustainability & Climate Change

Department for Education

**DOCUMENT 1**

**INSTRUCTIONS ON TENDERING PROCEDURES**

1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Pre-tender negotiations are notallowed.

2 Please note that references to the 'Department' throughout these documents mean The Secretary of State for Education acting through their representatives in the Department for Education.

**Contract Period**

3 The contract is to be for a period of **2 years** with the Department able to extend by a further **3 years** (to 31st March 2027), in one year increments (this is reflected in the costing section where we ask for costs that cover the total five year period).

**Contract value**

4. **£4m - £5.3m** contract value over the first three years only (to 31st March 2025 due to the Spending Review period allocation) together with the responsibility to make decisions on the focus, allocation, evaluation and administration of grants to drive improvement and engagement with the National Education Nature Park (NP) and Climate Leaders Awards (CLA) activities by children and young people. The successful supplier will be responsible for the management of these grant funds for which there will be a percentage management fee due. The successful supplier will also be well placed to secure additional funds via opportunities such as commercial sponsorship.

**Incomplete Tender**

5 Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

**Indicative procurement timetable**

6 The indicative timetable for the procurement is:

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| Tender documents issued | 18/05/2022 |
| Last date for clarification questions from suppliers | 10/06/2022 |
| Last day for Department to respond to clarification questions  |  15/06/2022 |
| Deadline for tender responses to be received via the Jaggaer platform |  22/06/2022 noon |
| Evaluation & Moderation |  23/06/2022 – 07/07/2022 |
| Department announcement of preferred bidder |  14/07/2022 |
| 10 day standstill period ends |  25/07/2022 |
| Contract Award  |  29/07/2022 |

**Returning Tenders**

6 Envelopes and packages must bear no reference to the tenderer by name; franking machines which automatically print the company’s name should not be used. Tenders must be delivered by **noon on 22 June 2022**.

**Receipt of Tenders**

7 Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

**Acceptance of Tenders**

8 By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

**Authority's Rights**

9 Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner and in addition to the Authority’s rights specified in these Instructions to Tenderers, the Authority reserves the right to:

1. change the requirements of these Instructions to Tenderers at any time prior to the Submission Deadline. Any such amendment will be numbered, dated and issued by the Authority via the Jaggaer portal. Where amendments are significant, the Authority may at its discretion extend the Submission Deadline and if so, will communicate details of any such extension via the Jaggaer portal;
2. withdraw these Instructions to Tenderers at any time, or re-invite Tenders on the same or any alternative basis;
3. choose not to award any contract as a result of the Procurement Process;

10 The Authority will reject a Tender and/or exclude a Tenderer from further participation in the Procurement Process where a Tender is submitted late, is incomplete, is submitted other than via the Jaggaer Portal or otherwise fails to meet any of the Authority's submission requirements/instructions which have been notified to Tenderer, including those set out in these Instructions to Tenderers;

**Tender Costs**

11 The Authority will not be liable for any costs or expenses incurred by any Tenderer or the Tenderer's Team or any other person in connection with the Procurement Process, including (but not limited to) the submission of Tenders, nor will the Authority or any of its officers, ministers, employees, agents or advisors will be liable in any way to any Tenderer, any member of the Tenderer's Team or any other person for any costs, expenses or losses incurred by any Tenderer, any member of the Tenderer's Team or any other person in connection with this Procurement Process, including (but not limited to) where the Procurement Process is cancelled or amended or the Authority otherwise decides not to award a Contract pursuant to the Procurement Process.

**Inducements**

12 Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

**Confidentiality of Tenders**

14 Please note the following requirements, you must not:

1. Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
2. Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
3. Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

**Costs and Expenses**

15 You will not be entitled to claim from the Department any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

**Debriefing**

16 Following the award of contract, debriefing will be available to unsuccessful tenderers on request.

**Evaluation Criteria**

17 The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the economically most advantageous tender.

18 Your capability to perform the contract will be evaluated using the criteria set out in Document 4 Attachment 2 - Evaluation Criteria. Only those organisations who pass the three mandatory questions and achieve a minimum score of 3 (out of 5) across the Technical/Quality section will have their tenders fully assessed.

19 Your response to the tender specification will be evaluated using the criteria set out in Document 4 Attachment 2.- Evaluation Criteria.

**Tender Period**

20 Due to the intensive evaluation process the Department requires tenders to remain valid for a period specified in Document 5.

**Basis of the Contract**

21 The specification in Document 3, and the terms and conditions in Document 4 Attachment 1, together with any special requirements, will form the basis of the contract between the successful tenderer and the Secretary of State for Education.

**Format of Bids**

22 Tenderers should present their proposals in the following format:

**Section 1 Table of Contents**

**Section 2 Management Summary**

**Section 3 Meeting the Specification**

**Section 4 Cost and Charging Arrangements**

**Section 5 References and Experience**

**Section 6 Declarations, Undertakings and Attachments** (see Document 5)

**Conclusions**

23 Whilst every endeavour has been made to give tenderers an accurate description of the Department's requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

**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 the 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:

1. Your organisation has Cyber Essentials or Cyber Essentials Plus certification, dependent on the size of your organisation;or
2. Your organisation will be able to secure Cyber Essentials or Cyber Essentials Plus certification, dependent on the size of your organisation prior to contract award; or
3. 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:
4. 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.
5. Secure configuration – ensuring that systems are configured in the most secure way for the needs of the organisation
6. Access control – Ensuring only those who should have access to systems to have access and at the appropriate level.
7. Malware protection – ensuring that virus and malware protection is installed and is up to date
8. 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://iasme.co.uk/certification-bodies>.

**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:

1. delivered in timing in accordance with the contract;
2. that is for the correct sum;
3. In respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
4. include the date, supplier name, contact details and bank details;
5. which quote the relevant purchase order / contract reference;
6. 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-contracts 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.

20 **For any contract with a value lifetime value over £5m** it will be a contract condition to a) advertise sub-contracting opportunities with a value over £25,000 on Contracts Finder and b) report on how much you spend on subcontracting and separately how much you spend directly with SME or VCSE organisations in the delivery of the contract. See [Procurement Policy Note 01/18](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/698482/PPN_0118_Contract_Condition_for_Subcontracting__Supply_chain_spend_on_CF_final_.docx.pdf) for further information.

**Armed Forces Covenant**

21 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.

22 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.

23 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.

24 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).

25 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

26 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**

27 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.

28 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.

**Equality and Diversity**

29 [Equality and diversity](https://www.gov.uk/government/organisations/department-for-education/about/equality-and-diversity) are critical to delivering the DfE’s vision: to provide children’s services, education and skills training that ensures opportunity is equal for all, no matter background, family circumstances, or need. We enable children and learners to thrive by protecting and supporting the vulnerable and disadvantaged and ensuring the delivery of excellent education. There is an expectation that all suppliers endorse and demonstrate a commitment to DfE’s [equality objectives](https://www.gov.uk/government/publications/department-for-education-single-departmental-plan/department-for-education-single-departmental-plan--2#our-equality-objectives) – including the legal requirements of the Equality Act 2010 and the Public Sector Equality Duty.

**Disability Confident Scheme**

30 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.

31 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.

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

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

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

34 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**

35 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.

36 Our relationships with our suppliers are critical to successful performance. Civil servants are all subject to the [Civil Service Code](https://www.gov.uk/government/publications/civil-service-code/the-civil-service-code) and the [Seven Principles of Public Life](https://www.gov.uk/government/publications/the-7-principles-of-public-life), which define the values that we espouse and the behaviours required of us. This [Supplier Code of Conduct](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) sets out the matching behaviours that we expect of suppliers who are delivering services on behalf of government.

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

**Economic and Financial Standing (EFS) – Gold/Silver Tier**

1. The Department will assess the EFS of Tenderers using the answers and information provided in response to Section 4 of the Standard Selection Questionnaire (SSQ).
2. Tenderers must complete and return the Financial Viability Risk Assessment Tool (FVRAT), document FVRAT 1 attachment in response to Section 4 of the Standard Selection Questionnaire (SSQ), along with providing their latest two (2) sets of audited accounts (or other alternative sources as specified in the SSQ).
3. The Department has set out the thresholds that Tenderers must meet and the methodology for assessment in the table below.
4. The Department will focus on three (3) key thresholds within the FVRAT to determine a Tenderer’s financial standing. If applicable, the supplementary information in mitigation of any red metrics will be required for the thresholds detailed below:
5. Turnover
6. Operational Gross Margin
7. Acid Ratio
8. If the Department determines that the financial risk is acceptable and the rest of the Selection Stage evaluation is successfully completed, the Tenderer will then proceed to the Award Stage evaluation.
9. The instructions and methodology which follow explain how the Department will approach the EFS assessment and its overall evaluation process.

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| **EFS Evaluation Process** |
| **Part 1, Section 4: Economic and Financial Standing Assessment** |
| 1. In order to pass the Department’s viability test, Tenderers must provide all the information required under section 4 of the Standard Selection Questionnaire (SSQ) and pass the Department’s minimum standard of economic and financial standing as set out below.
2. Where the Tenderer is a Group of Economic Operators, the Lead Member and each member of the Group of Economic Operators must pass the minimum standard as described below.
3. Where the Tenderer is a Consortium (or Special Purpose Vehicle, or similar legal entity), all parties to the legal entity shall be assessed in their own economic right and have to pass Minimum Standards as described below.
4. Where the Tenderer proposes to Sub-Contract part of the Contract, the Lead Member and each Sub-Contractor which will be assigned responsibility to deliver Services worth [10%] or more of the total Contract value must pass the minimum standard as described below.
5. The Lead Member of the Group of Economic Operators shall complete all of the questions on behalf of the Group of Economic Operators, ensuring a completed FVRAT is submitted for each member of the Group of Economic Operators. The Lead Member shall make it clear who the lead member of the group is, and who will be contractually responsible for delivery of the Contract.
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| **Question 4.1 - Minimum Standard and method of assessment** |
| **Pass/Fail**Tenderers must provide all the information required. Tenderers will fail the EFS assessment if they fail to provide all the necessary information required to complete the assessment.Tenderers must provide the information set out at Section 4 of the Standard Selection Questionnaire.The Department may use an independent third party to obtain financial reports and accounts for Tenderers and use it to verify the Tenderer’s fulfilment of these minimum standards for economic and financial standing. |
| **Question 4.2 and 4.3a - Minimum Standard and method of assessment** |
| Tenderers are required to complete the Financial Viability Risk Assessment Tool (“FVRAT”) by providing financial information in the templates provided. The FVRAT has instructions in the “Bidder Instructions” tab. Financial information provided shall be from the same two (2) financial years as those for which accounts (or other statements where accounts were not able to be provided) were provided in respect of question 1.1. Where the Tenderer is not the ultimate parent in a group structure, separate financial information shall be provided in the FVRAT for immediate and ultimate parent companies of the Tenderer. Where the Tenderer is the holding company of a Group and prepares consolidated financial statements, the Tenderer’s consolidated figures shall be used.
2. Where the Tenderer is a Lead Member for a Group of Economic Operators, separate financial information for other members of the Group of Economic Operators shall be provided in separate FVRATs.
3. Where the Tenderer proposes to Sub-Contract part of the Contract, separate financial information for Sub-Contractors shall be provided in the “Subcontractor Input” tabs (1.2a or 1.2b) where it is proposed they will be assigned responsibility to deliver services worth [up to 30%] or more of the total Contract value.
4. Where the Tenderer is a Consortium (or Special Purpose Vehicle, or similar legal entity), all parties financial information should be provided in separate FVRATs.
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| **Red metrics - Questions 4.3b and 4.3c** |
| 1. In the event the FVRAT(s) calculate one or more red rated metrics, Tenderers are required to provide supporting statements for those metrics at tabs 3.1 – 3.6.
2. Supporting statements shall be provided for all red rated metrics i.e. those generated by the financial information provided for:
	1. the Tenderer/Lead Provider/Lead Member; and
	2. ultimate and immediate parents of the Tenderer/Lead Provider/Lead Member;
	3. all members in a Group of Economic Operators or all parties in a Consortium (or Special Purpose Vehicle, or similar legal entity; and
	4. Sub-Contractors where it is proposed they will be assigned responsibility to deliver services worth up to 35% or more of the total Contract value.
3. Where red rated metrics are calculated for two (2) consecutive years, two (2) separate supporting statements, each specific to the relevant financial year, shall be provided.
4. The purpose of the supporting statements to be provided alongside any red rated metric is to provide Tenderers with the opportunity to explain, to the satisfaction of the Department, why different risk classifications (i.e. amber or green) for that metric may be more appropriate.
5. Supporting statements shall contain no more than 300 words.
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| **Evaluation of economic and financial standing (“EFS”)** |
| 1. Evaluation of Tenderers’ EFS will be based on the metrics generated by the FVRAT(s) and any supporting statements provided for red rated metrics.
2. Tenderers will pass the EFS assessment where:
	1. all metrics generated by the FVRAT are automatically rated as green or amber; or
	2. one or more metrics generated by the FVRAT is red rated, but the supporting statement(s) for all red rated metrics provides additional information that explains why, to the satisfaction of the Department, notwithstanding the original red rating, the risk identified by the metric’s red rating is mitigated and, therefore, a different risk classification is more appropriate.
3. Tenderers will fail the EFS assessment where one or more metrics generated by the FVRAT is red rated, and the supporting statement(s) for one or more red rated metric(s) does not provide sufficient additional information to explain why, to the satisfaction of the Department, notwithstanding the original red rating, the risk identified by the metric’s red rating is mitigated and, therefore, a different risk classification is more appropriate.

The decision to pass a Tenderer with one or more red rated metrics will be at the Department’s discretion. The exercise of the Department’s discretion will be based on the strength of the mitigation provided within the financial information in the FVRAT and the content of the associated supporting statement(s).The Department may, at its own discretion, seek to place additional obligations on the Tenderer in response to the mitigations proposed by the Tenderer. |
| **Guidance for supporting statements** |
| The Department has provided a non-exhaustive list of examples that Tenderers can provide in their supporting statements for the Department’s consideration. The Department’s assessment will focus on the four ratios identified above. The Department may, as necessary, utilise the other ratios within the FVRAT and associated examples in order to further assess Tenderers rated ‘red’.Example supporting statements for the three (3) noted above that the Department will focus on include:1. **Turnover Ratio** = Tenderer Annual Revenue / Expected Annual Contract Value
	1. Extension of the test to the Tenderer’s wider Group where the Tenderer is part of a Group and the Tenderer is supported by a parent company guarantee.
	2. Inclusion of new contracts won by the Tenderer since the publication of its financial results or the full impact of which is not fully reflected in the accounts used for the assessment.

For members in a Group of Economic Operators and/or any Sub-Contractors in each case assigned responsibility to deliver services worth 10% or more of the total Contract value, the turnover ratio will be calculated using the estimated year 1 Contract value assigned to those Sub-Contractors / economic operators and their own respective turnovers.1. **Operating margin =** Operating Profit / Revenue
	1. Adjustment for any one-off costs or expenses that unduly affected the operating margin for the period(s) under consideration and are unlikely to be repeated to the same extent in future years;
	2. Adjustment for profitable new business won or loss-making business closed since the publication of its financial results or the full impact of which is not fully reflected in the financial statements used for the assessment; or
	3. Recognition that the operating profit margin may not be an appropriate indicator of sustainability where, for example, the Potential Provider is a charity or other non-profitmaking organisation with a mission to subsidise provision of Services.
2. **Acid Ratio = (Current Assets – Inventories)/ Current Liabilities**
	1. A Tenderer’s ability to raise cash through new borrowings, equity issuance, the sale of an asset or the use of parent company resources where the Tenderer is a member of a wider Group; or
	2. A Tenderer’s stock turn, i.e. the speed with which it can sell its inventory to raise cash; or
	3. The nature of the Tenderer’s short-term liabilities which may include creditors and accruals not immediately due for settlement.
3. **Net Debt to EBITDA Ratio = Net Debt / EBITDA**
	1. Adjustment for any one-off costs that unduly affected EBITDA for the year under consideration and are unlikely to be repeated to the same extent in future years; or
	2. Adjustment for profitable new business won or loss-making business closed since the publication of its financial results or the full impact of which is not fully reflected in the financial statements used for the assessment; or
	3. A Tenderer’s ability or plans to repay debt from sources other than the generation of cash flow from operations, for example through the sale of an asset or business currently generating limited cash flow or through the use of parent company resources where the Tenderer is a member of a wider Group; or
	4. Adjustment for elements of debt or deferred consideration which are only due for repayment in the long term (for example beyond the maturity of the Framework Agreement being procured) or debt which is held with other companies in the same Group which is not likely to be required to be repaid; or
	5. Adjustment for contingent deferred consideration to the extent that the liability is unlikely to crystallise in practice.

Example supporting statements for any other red metrics, if applicable, are as follows:1. **Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA**
	1. Adjustment for any one-off costs that unduly affected EBITDA for the year under consideration and are unlikely to be repeated to the same extent in future years; or
	2. Adjustment for profitable new business won or loss-making business closed since the publication of its financial results or the full impact of which is not fully reflected in the financial statements used for the assessment; or
	3. A Tenderer’s ability or plans to repay debt from sources other than the generation of cash flow from operations, for example through the sale of an asset or business currently generating limited cash flow or through the use of parent company resources where the Tenderer is a member of a wider Group; or
	4. Adjustment for elements of debt, deferred consideration or pension deficit which are only due for repayment in the long term (for example beyond the maturity of the Contract under procurement) or debt which is held with other companies in the same Group which is not likely to be required to be repaid; or
	5. Adjustment for contingent deferred consideration to the extent that the liability is unlikely to crystallise in practice; or
	6. Where the deficit in the most recent triennial valuation (as adjusted for subsequent deficit recovery payments) is significantly lower than that shown for accounting purposes.
2. **Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid**
	1. Adjustment for any one-off costs that unduly affected EBIT for the year under consideration and are unlikely to be repeated to the same extent in future years; or
	2. Adjustment for profitable new business won or loss-making business closed since the publication of its financial results or the full impact of which is not fully reflected in the accounts used for the assessment; or
	3. A Tenderer’s plans to repay debt, for example through the sale of an asset or business currently generating limited profits or through the use of parent company resources where the Tenderer is a member of a wider Group.
3. **Net Asset Value = Net Assets**
	1. A comparison of the net assets relative to the size of the Tenderer as measured by revenue or operating profit; or
	2. Considering the value of any intangible assets such as goodwill which have not been included in the balance sheet (although the value of purchased goodwill is included in balance sheets, the value of self-generated goodwill is not); or
	3. Considering any other assets (for example property) which may have been included at an undervalue.
4. **Group Exposure Ratio = Group Exposure / Gross Assets**
	1. A comparison of group exposure relative to the size of the Tenderer as measured by revenue or operating profit; or
	2. Inclusion within gross assets of the value of any intangible assets such as goodwill which have not been included in the balance sheet (although the value of purchased goodwill is included in balance sheets, the value of self-generated goodwill is not).
 |

**Child Sex Abuse**

44 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.

45 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.

46 It is a contract conditions that the successful supplier must block access to those Uniform Resource Locators (URLs) specified on the [IWF’s list](https://www.iwf.org.uk/become-a-member/services-for-members/url-list).

***Please delete this section on Child Sex Abuse if your contract is out of scope***

**DOCUMENT 3**

**SPECIFICATION**

1. **Introduction**

The Department is looking to procure a high-profile, prestigious national lead provider, or consortia, to design and deliver the **National Education Nature Park (NP)** and **Climate Leaders Award (CLA)** as announced by the Secretary of State at COP26 in November 2021 - contract period being 2 years initially, with the Department able to extend by a further 3 years in one year increments.

In addition, the successful lead provider or consortia will compile climate education resources and/or quality assure existing materials, for each of the key stages from early to Higher Education, and be able to demonstrate how they would manage and co-ordinate grant funding to support successful participation and delivery of the Nature Park.

1. **Background**

We are facing biodiversity and climate crises. These will affect everyone and require action from all. The time to act is now. The Environment Bill (2021) puts the environment at the heart of policy-making and calls for the halt of the decline of nature. The Dasgupta Review (2021) calls on governments to invest in their natural capital and highlights the importance of education, whilst COP26 highlighted the challenges we face and the enormous desire for change particularly amongst young people.

Our lives are reliant on the natural world – we are not separate from it but part of it. Biodiversity provides important ecosystem services; reversing biodiversity loss and building biodiversity are crucial steps in response to the climate crisis and reaching net zero, and connecting people with nature supports pro-environmental actions and wellbeing. However, the UK is amongst the most nature-depleted countries in the world.

In addition, education and the development of green skills and well-paid green careers will be at the forefront of tackling the climate crisis. From nuclear engineers, experts in carbon trading through to construction professionals.

A report from the Institute of Engineering and Technology reports there is currently a shortfall of 173,000 skilled STEM workers in the UK. The need for new STEM roles is expected to double in the next 10 years, within the green economy.

To develop and drive a sustainability strategy for the Education and Children’s Services system, the Department for Education (DfE) has established a Sustainability and Climate Change Unit (S&CCU). Inspired by the Dasgupta Review, the S&CCU are looking to develop a new National Education Nature Park and Climate Leaders Award Scheme. These initiatives draw on the considerable reach of education providers and the substantial size of the combined education estate – England’s primary and secondary schools alone cover an estimated 626km2, an area twice the size of Birmingham – to deliver education, action and change that will benefit young people today and in generations to come.

At the climate summit in November 2021 (COP26), the Secretary of State announced two important initiatives; the National Education Nature Park and the Climate Leaders Award. Their aim is to give children and young people the skills, knowledge and love of nature that will help equip them for their future studies and careers in a world where climate change and our resilience to it is becoming a reality.

The following videos highlight what was announced at COP26 and sets out the vision for both initiatives:

1. Video of the Secretary of State for Education launching the NP & CLA launch at COP26 in November - [Climate Leaders Award and National Education Nature Park - YouTube](https://www.youtube.com/watch?v=AfncYuLrWUU)
2. Animation video used at the launch to explain both initiatives <https://design102.wistia.com/medias/ksl8g4file>

To support the development of the National Education Nature Park and the Award, the Department contracted the Natural History Museum to conduct a rapid evidence review, which concluded in Autumn 2021. This review assessed the evidence and identified key questions and recommendations**. We strongly recommend that bidding organisations read the report which provides a comprehensive appraisal with delivery considerations for both initiatives.** To obtain a copy, please email us dfe.sustainability.education.gov.uk.

In April 2021, the Department launched its strategy which sets out the important role education has to play in all aspects of sustainability and how the UK education sector is to become a world leader in climate change by 2030 - [[Sustainability and climate change strategy - GOV.UK (www.gov.uk)￼](https://www.gov.uk/government/publications/sustainability-and-climate-change-strategy)](https://www.gov.uk/government/publications/sustainability-and-climate-change-strategy) The Department’s Sustainability and Climate Change Strategy has four strategic outcomes:

1. Excellence in education and skills for the changing world
2. Net Zero by 2050
3. Resilient to Climate Change
4. A better environment for future generations

While this tender focuses on the area of creating a better environment for future generations and excellence in education and skills, it will also contribute to the other strategic aims.

We know there are many impressive organisations working to improve sustainability and mitigate against climate change, so we will are seeking a contractor who will take opportunities to:

* work with others who share our objectives
* extend and amplify existing good practice and initiatives
* deliver initiatives through others to ensure that they are making best use of the skills and expertise of others.
1. **The Scope of opportunity**

The Department is looking for a successful lead provider, or consortia, to successfully deliver the following key areas of activity:

* 1. A prestigious **National Education Nature Park that** will drive and increase in engagement with nature for all children and young people whilst also developing their scientific, analytical and biodiversity skills for future studies and careers alongside driving an improvement in the biodiversity of the education estate. It will have an engaging digital presence that will inspire children, young people and teachers to participate with the range of activities it has developed and curated from various stakeholders. It will have a credible, high profile and prestigious presence amongst education and children’s services providers and biodiversity stakeholders. Over time, it will become the main portal through which the education system looks for advice, guidance and learning resources on this important issue and on climate change more broadly. It will be important that the successful provider has a lead public facing figure for the programme.
	2. A well-respected **Climate Leaders Award** recognised by employers and further and higher education providers that will increase and recognise the efforts of young people in improving the biodiversity of the education estate and their communities, as well as helping to develop their analytical, scientific, biodiversity and sustainable technology skills through a structured, accredited programme of activity in conjunction with the development of the Nature Park.

Alongside the two main programme initiatives listed above, the successful provider and/or consortia, will also be required to:

* 1. Develop **climate education resources** for each of the key stages, from early years through to further education. Resources to either be produced from new and/or quality assuring existing materials. Resources to then be made available and accessible to educational institutions on a Nature Park online hub, at least in the short-term (note: a medium to longer term online presence may be considered and the Department will work collaboratively with the successful provider as and when more strategic decisions are made on material hosting).
	2. Be able to **administer grants** on behalf of the Department to support participation and engagement in the Nature Park – activity is subject to the Department securing additional funding. The costing matrix template asks bidding organisations to define the percentage management fee charge which the provider (or sub-contractor within their consortia) would charge should such funding grants be made available. All grant funding will need to be managed and assured in line with government requirements which would be clearly outlined by the Department.

The successful contractor will also work with the organisation responsible for the development and administration of a geospatial data hub that will enable children and young people and education providers to understand the current biodiversity of their site and measure, record and track biodiversity improvement over time. **At the time of this tender issue, a provider will be in the process of being appointed.**

The successful contractor will be collaborative and work with the many providers in the sector to achieve the objectives. For example, the **Climate Leaders Award (CLA)** will act as an ‘umbrella’ and build upon all the many excellent existing awards and activities that stakeholders currently provide. The initiatives must also be appropriate and engaging for each sector of the education system. It will therefore be important for bidding organisations to set out how the NP and Award would look for each phase of learning from early years to higher education and how a child/young person would progress and stretch their learning through each phase.

The successful contractor must work to co-produce the Park and Award in close collaboration with children and young people. We would expect to see young people user group and stakeholder forums as part of a successful tender to ensure that the initiatives will engage and inspire their audience. For example, the title ‘Climate Leaders Award’ has generated feedback through stakeholder discussions. As a result, it remains a working title pending the successful contractors discussions with stakeholders and children and young people.

The Departments’ expectation is that the Nature Park hub will contain a database of **climate education resources** connected to Sustainability and Climate Change for teachers or early years practitioners etc to use in class.

We envisage the 2022-2023 academic year the contractor would be writing, testing and piloting the materials, for full roll-out for the 2023-2024 academic year. Some of these materials may already be available through the contractor or by working in partnership with other providers. The following principles apply:

1. Materials are needed for early years, primary, secondary and further education (FE) phases.
2. Materials will be made freely available to teachers.
3. Materials should cover a majority of subjects, not restricted to those where climate change is already taught (science, geography and citizenship). In FE, materials should be aligned to T level subjects. **A list is provided on the next page and we would like bidding organisations to define their approach to compiling a substantial proportion, if not all from that list.**
4. Materials should be produced for a number of lessons for each subject and age group. **We suggest 6 hours for each subject as a minimum benchmark.**
5. Materials are not required for the new natural history GCSE.
6. Materials must be aligned to the curriculum for whichever subject they are designed for. This should be flagged in the database and the resources should be searchable by subject, and key stage.
7. Materials should have full guidance for teachers, including ideas for appropriate adaptation, how to teach the material as a coherent unit, or to use it split over multiple classes, and in particular for ways to teach with them outdoors.

Proposed list of subject areas for climate education resources:

1. Early Years: something in each of the 7 areas of learning
	1. Communication and language
	2. Personal and social development
	3. Physical development
	4. Literacy
	5. Mathematics
	6. Understanding the world
	7. Expressive arts and design
2. Primary: something in each of the compulsory subjects
	1. English
	2. maths
	3. science
	4. design and technology
	5. history
	6. geography
	7. art and design
	8. music
	9. physical education (PE), including swimming
	10. computing
	11. ancient and modern foreign languages (at key stage 2)
	12. plus Citizenship
3. Secondary (Key Stage 3): something in each of the compulsory subjects
	1. English
	2. maths
	3. science
	4. history
	5. geography
	6. modern foreign languages
	7. design and technology
	8. art and design
	9. music
	10. physical education
	11. citizenship
	12. computing
4. Secondary (Key Stage 4): something in each of the EBacc subjects
	1. English language and literature
	2. maths
	3. the sciences
	4. history, geography
	5. a language
	6. (plus citizenship)
5. Secondary (A levels): something for each of the most popular and facilitative subjects
	1. Most popular
		1. Mathematics
		2. Psychology
		3. Biology
		4. Chemistry
		5. History
		6. English Literature
		7. Sociology
		8. Physics
		9. Business Studies
		10. Economics
	2. Plus some other facilitative subjects
		1. Modern languages
		2. Geography
6. Further education: something for each of the T level subjects (including all those to start by 2023) – but materials which can be applied for more than one subject may be appropriate
	1. design, surveying and planning for construction
	2. digital production, design and development
	3. education and childcare
	4. building services engineering for construction
	5. digital business services
	6. digital support and services
	7. health
	8. healthcare science
	9. onsite construction
	10. science
	11. accounting
	12. design and development for engineering and manufacturing
	13. engineering, manufacturing, processing and control
	14. finance
	15. maintenance, installation and repair for engineering and manufacturing
	16. management and administration
	17. animal care and management
	18. agriculture, land management and production
	19. catering
	20. craft and design
	21. hair, beauty and aesthetics
	22. legal services
	23. media, broadcast and production

**4.0 Requirements**

The Department for Education is seeking an experienced and highly credible national lead provider, or consortia, to design, deliver and administer all activity associated with both initiatives, as set out in this tender. Any organisation (consortium) wishing to bid for only part of the requirements listed within this tender will not be considered.

Further mandatory requirements include the lead provider, or consortia, being able to deliver these initiatives initially across all of England and have experience of working with educational settings and/or children and young people. We ask consideration is made that overtime this has the potential to expand to the whole of the UK, subject to further negotiations with the Devolved Governments.

The Natural History Museum’s Rapid Evidence provides a comprehensive review of the delivery considerations which we ask bidding organisations to reference and build upon within their responses.

The successful provider must actively engage with a geospatial mapping provider also being procured by the Department. Their role to develop and embed a platform for educational settings (early years right through to University) to initially capture bio-diversity data, but later including flood resilience and emissions data from educational settings for baselining and subsequent tracking and monitoring overtime. The linkage between these two elements of the programme will be critical.

The successful organisation must also be willing to actively engage with an external evaluation body, being procured by the Department, whose role it will be to independently evaluate outcomes and impact of all elements of the Nature Park and Climate Leaders Award. In doing so, they will contribute to lessons learned during the period of the contract to enhance the offer and usability of the product/tools on offer.

The Department is keen for the successful provider, or consortia, to encourage sponsorship, where possible, to compliment successfully delivery of the NP & CLA deliverables. It is essential that any potential sponsorship arrangements are presented to the Department for consideration and approval prior to any agreements being reached or activity and funding agreed. A process for this will be agreed on contract award.

**5.0 Key Deliverables for initial 3yrs:**

**Year 1** (Academic Year Sept 22 to July23)

1. Provider to develop and launch the Nature Park with a digital presence/online hub for the Nature Park. The provider to create a landing page for resources to be hosted.
2. Provider to commence a communications and marketing campaign to promote the NP and Award and encourage participation from children and young people in all educational sectors (early years to Higher Education) in England. This is likely to include working with stakeholders and high-profile personalities to showcase ‘a festival of activity’ over the autumn term, staging visits to early providers, schools and colleges working with the media to grow the momentum of participation. The Department will work collaboratively with the successful provider to complement their marketing and communications plan throughout the lifetime of the contract, utilising its links with the sector and existing marketing/PR channels.
3. Work collaboratively with key players in the sustainability and climate change space (as highlighted in the Natural History Museum’s Rapid Evidence) to galvanise collaboration and partnership to drive participation and engagement. We expect to see participants commence activity within the Awards framework in Year 1, to be ready to be received by year 2.
4. Develop the framework, content and undertake any necessary piloting of the Climate Leaders Award during the first year of the contract working collaboratively with the Department to engage relevant stakeholders.
5. Commence the development of high-quality climate education resources and/or quality assure existing material already compiled. Resources to be created for early years and each of the key stages (to be made available on the new provider landing page initially).
6. Agree deliverables and KPIs with DfE for year 2 (Sept 2023 – July 2024)
7. Continuous Improvement plan outlined (QA existing materials and keep them up-to-date and reflective of latest research/geo-political issues)
8. User groups, including those with young people and stakeholders, are established and providing valuable insights about how to grow participation for all;
9. Work with the evaluator to ensure that an objective baseline is established and a strategy for evaluating activity is in place.

**Year 2:** (Academic Year Sept 2023 to July 2024)

1. Commence roll out of the Award investigate/explore accreditation opportunities (recognition for action = UCAS points)
2. Pilot activity that may be needed to engage harder to reach groups e.g. urban schools / levelling up areas / disadvantaged pupils
3. Continue to further develop climate education resource content and an inspiring and popular digital presence
4. Devise an approach for how awards are made and celebrated, with the first award events taking place in this year.
5. Participation in geospatial mapping is growing and inspiring children and young people to increase the biodiversity of the education estate.

**Year 3:** (Academic Year Sept 24 to 31 March 25 – end of Spending Review allocation period)

1. Substantial rollout / significant engagement/participation of the Nature Park and Award with metrics to be agreed with DfE. It is anticipated, however, that over time, every child will have participated in some substantive activities of the Park and Award during their education career. As such, by the third year, participation levels are of a high volume and indicative that this goal will be achieved before any child that is currently in the early years leaves the education system.
2. The approach to how the Award is given and celebrated is established and attracting vibrant media interest.
3. Continue to further develop and update climate education resources and digital content with upward trajectory levels of participation.
4. Bespoke interventions are underway to ensure that any issues of lower participation from any particular groups, highlighted by evaluation and data, are underway.
5. Emerging geospatial data indicates improvements in participating early years providers, schools and colleges.
6. The Park is increasingly perceived in the education sector and wider community, including internationally, as the leader on climate education.

KPIs for **Years 4** and **5** would be agreed at the end of Academic year 3.

It is a requirement that bidding organisations detail their planned trajectory for engagement and participation in the Park over the initial three years, detailing how economies of scale and value for money will be achieved from the activity undertaken and delivered. Bidders are asked to provide this information when completing the cost matrix template.

**6.0 Measuring the impact of the programme**

1. The successful delivery provider should develop and deliver a strategy for measuring the impact of the programme. The strategy should be agreed with the Department, and should identify success measures for the programme, and provide details for when and how progress will be measured against them. The Department will also have Key Performance Indicators (KPIs) against which the delivery provider will be assessed, and the delivery provider should expect to provide the data to support this process and collaborate with the independent evaluator.
2. The successful contractor should collect the relevant data to measure progress against success measures and KPIs and ensure that all data-related processes are compliant with the Data Protection Act. To support the effective assessment of the programme’s impact, the successful contractor should be willing to work with any independent evaluation of the programme.

**7.0 Project and risk management**

Management structure

1. The delivery provider should establish a management structure that is fit for purpose and appropriate to deliver a programme of this scope and scale. The management structure should include appropriately qualified and experienced staff in all key positions, and absolute clarity about roles, responsibility and accountability.
2. The delivery provider should have a strategy for managing their resources over the lifetime of the contract. *Please provide a copy of your* ***organisational chart*** *as part of your bidding documentation including names, key roles of individuals and proportion of their time allocated to this programme.*

Project plan and delivery

1. The delivery provider should have a delivery plan that includes relevant and achievable milestones to support successful delivery. The plan should support the delivery of the programme from contract award and should reflect all relevant activity and outputs that will contribute to the success of the programme.

*Please provide a copy of your* ***project plan*** *as part of your bidding documentation*

Risks and issues

1. The delivery provider should have a clear strategy for managing risks and issues. There should be a process for identifying, managing, mitigating and escalating risks. There should also be an understanding of the trigger points that will turn a risk into an issue, and the impact this will have on the programme. Risk and issue logs should be shared with the Department on a regular and agreed basis.
2. The delivery provider should have established contingency plans and an intervention strategy that will be adopted in the case of delivery failure at either individual school or programme level.

*Please provide a copy of your* ***risk/issues register*** *as part of your bidding documentation with consideration for key risks and mitigations.*

Stakeholder management

1. The delivery provider will be required to develop advanced stakeholder management processes, including the mapping of key stakeholders. The delivery provider will need a strategy for stakeholder engagement that supports the delivery of the programme at local and national level.
2. The delivery provider should build on their existing networks to support the delivery of the programme but should also identify and build new networks amongst groups of stakeholders and areas of the country where their relationships may not be as well developed.

**8.0 Publicity and Branding**

 The Supplier shall not:

1. make any press announcements or publicise this Contract or its contents in any way; or
2. use the Buyer's name or brand in any promotion or marketing or announcement of orders without the prior written consent of the Buyer, which shall not be unreasonably withheld or delayed.

Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

**9.0 Management Information**

The successful tenderer will be asked to provide management information to meet the needs of the Department. The minimum information needs are:

Success of the Nature Park and Climate Leaders Award policy will be determined through a wider benefits management strategy, underpinned by an overarching theory of change, of which the mapping tool will be a part.

Part of the success of the overall initiative will depend upon engagement with the bio-diversity mapping tool and outcomes registered within it.

As a result, management information on both the mapping tool itself (standard measures such as uptime, performance, usage) and the collected data and associated analysis by which to judge progress against the intended policy objectives such as increases in biodiversity, changes in land use or other specific criteria as required. This will also include links to projects undertaken by users and stakeholders which there may be a requirement to provide information against as well, depending on the nature of data collection (pupil, class or school level).

It is expected that the successful supplier will work with DfE during the development of the wider Park and Award to iterate the data ask through the life of the contract.

**10 Security of Data**

The successful tenderer will have to ensure data generated and stored is kept securely per the Departmental standard requirements and content of Attachment 3 of this pack.

**11 Costs**

A cost matrix template is included to be completed by bidding organisations which will be evaluated based on a value-for-money assessment.

If your tender is based on the assumption of any charges for participants for the Park or the Award, we ask that these are set out clearly. Please be aware that any uplifts to charges will need to be agreed with the Department.

Please give a detailed breakdown of costs using the cost matrix template provided.

Payments will be made by BACS transfer following receipt of a valid invoice.

**12 VAT**

 Please state clearly when submitting prices whether or not VAT will be charged.

 Where the contract price agreed between the Department and contractor is inclusive of any VAT, further amounts will not be paid by the Department should a vatable supply claim be made at any later stage.

 Where the overall contract price is exclusive of VAT, the Department will pay any VAT incurred at the prevailing rate (currently 20%). If the VAT rate changes the Department will pay any VAT incurred at the new rate.

 It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

**13 Contract Management**

The Contractor will:

* + 1. use robust governance and contract management arrangements to:
			1. monitor and manage its performance to ensure successful delivery;
			2. maintain the quality of the delivery of all Services provided by the Contractor and all of its partners and sub-contractors; and
			3. ensure that all aspects of their processes adhere to statutory legal requirements for equality and diversity; further information about the Equality Act is available at <https://www.gov.uk/guidance/equality-act-2010-guidance>.
		2. ensure that there are simple and clear governance controls for the management and distribution of funds, including those transferred to delivery partners;
		3. participate in regular contract management meetings to be agreed at contract award
		4. submit an Exit Plan that is to be agreed with the Authority within three months of the Effective Date; and will be reviewed regularly thereafter to ensure it remains fit for purpose. The Exit Plan must include, but is not limited to, the following areas:
			1. Exit management structures and processes
			2. Assets
			3. Systems and Software
			4. Data
			5. Subcontracts
			6. Training and knowledge transfer; and
			7. Staff matters.

**14 Supply Chain**

You must state if you will be using any third party contractors to deliver elements of the requirements and ensure that all relevant terms and conditions are applied within any relevant sub-contract. You will be fully responsible as the prime contractor for all third party sub-contractors.

**DOCUMENT 4**

**LIST OF ATTACHMENTS**

1. **DRAFT CONTRACT TERMS & CONDITIONS**
2. **EVALUATION CRITERIA**
3. **DEPARTMENTAL SECURITY REQUIREMENTS**
4. **FINANCIAL VIABILITY RISK ASSESSMENT TOOL**

**DOCUMENT 5**

**DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER**

**1 Grounds for mandatory exclusion**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

|  |  |
| --- | --- |
|  2 | Grounds for mandatory exclusion |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The department reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

We are actively monitoring bids and are vigilant for signs of bid-rigging. Should we discover/suspect any anti-competitive behaviour we will contact the Competitions and Markets Authority (CMA). For more information and to find out if this applies to you, visit the [CMA website](https://cheatingorcompeting.campaign.gov.uk/). Should you be found to be in breach of competition law you may face:

|  |  |
| --- | --- |
| 1. Fines of up to 10% of worldwide turnover
2. Director disqualification of up to 15 years
3. Damages claims by third parties
 | 1. Prison for up to 5 years
2. Reputational harm
 |

|  |  |
| --- | --- |
| 3 | Grounds for discretionary exclusion  |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition?For more info see [CMA information/advice](https://cheatingorcompeting.campaign.gov.uk/) | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2 |

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| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Taking Account of Bidders’ Past Performance**

The Department may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Department may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Department may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

*[For contracts with an estimated value of £20m or more there is a mandatory requirement to include additional checks on supplier’s past performance. See* [*Procurement Policy Note – Taking Account of Suppliers’ Past Performance*](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/417211/PPN04-15_Supplier_Past_Performance_.pdf)

**Non-payment of taxes/social security contributions**

The Department reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that this section relating to tax compliance only applies where the Department has indicated that the contract is over £5million in value.

“Occasion of Tax Non-Compliance” means:

1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
	* + - a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
			- the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
2. the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

|  |
| --- |
| From 1 April 2013 onwards, have any of your company’s tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking ‘X’ in the relevant box). |
| 3.1 | Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; | ▢ Yes▢ No  |
| 3.2 | Been found to be incorrect as a result of:* + 1. HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or
		2. a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or
		3. the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established.
 | ▢ Yes▢ No  |
| If answering “Yes” to either 3.1 or 3.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Department to take into consideration. This could include, for example: * 1. Corrective action undertaken by the Supplier to date;
	2. Planned corrective action to be taken;
	3. Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or
	4. Changes in financial, accounting, audit or management procedures since the OONC.

In order that the Department can consider any factors raised by the Supplier, the following information should be provided:1. A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc.
2. Where the OONC relates to a DOTAS, the number of the relevant scheme.
3. The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended.
4. The level of any penalty or criminal conviction applied.

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**Defining Different Types of Organisations**

The Department for Education is keen to collect information about SMEs. We are particularly interested in discovering how many SMEs apply for our contracts through the tendering process. Completion of the table below is for departmental information purposes only and will have no effect on the evaluation process outcomes. Government is committed to changing how it does business to make sure that small companies, charities and voluntary sector organisations are included and encouraged to compete for our contracts.

A voluntary sector organisation may also be a SME if it has the same attributes.

Definition: A SME must be autonomous, an EU Company not owned or controlled by a non-EU parent, and employ less than 250 staff and have sales below €50million

*Source:* http://ec.europa.eu/enterprise/policies/sme/files/sme\_definition/sme\_report\_2009\_en.pdf

Please complete the table below.

|  |
| --- |
| **Describe your Organisation** |
| **What type of supply arrangement best describes you in relation to this bid?**  | **Delete as appropriate**  |
| 1. | We are a SME by definition  | Yes/No  |
| 2. | We are a Charity or Voluntary Sector Organisation (VSO) | Yes /No |
| 3. | We are a mutual organisation | Yes/No |
| 4. | We anticipate using a supply chain to deliver against this service.  | Yes/No |
| 5. | We estimate that that our service delivery will be i.e. 40% delivered by VSO’s/SMEs  | …….% |
| 6. | If none of the above applies, please describe the type of organisation you are:  |
| 7. | Please provide us with your Dun and Bradstreet Number, or a consortium, the lead bidder’s number. <http://www.dnb.co.uk/dandb-duns-number> |  |

The Department uses Dun and Bradstreet Numbers to manage its data around suppliers; we strongly encourage all suppliers to apply for a free Dunn’s numbers. The link to apply is: -<http://www.dnb.co.uk/myduns> - add ‘GOVERNMENT SUPPLIER’ as a reason for requesting your D&B DUNS number.

Do not delay returning your tender if you do not already have a Dun and Bradstreet number, returning your tender within the deadline is more important.

*For internal official use only.*

*Please return this form at the end of the evaluation period to the* *Commercial Contact Point**.*

Declarations

1 ...............................................……………………………. (Name of tenderer) declares that we accept the Department’s standard terms and conditions included at Document 4 Attachment 1 as the basis of the contract; and

2 agree that the Department may disclose the Contractor's information/documentation (submitted to the Department during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

3 declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party, and

4 declare that the tender will remain valid until *(insert a date)* and that we are not entitled to claim from the Department any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer ..................................................................................