



Department
for Work &
Pensions

Commercial Directorate

**Dumfries and Galloway – Get Working Provision
West of Scotland Jobcentre District**

Invitation to Tender

**Specification
February 2015**

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UI_DWP_101574**

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1. Introduction

- 1.1 The Flexible Support Fund (FSF) is intended to help Jobcentre Plus (JCP) District Managers to flexibly deliver elements of our service in the way they see fit for their Districts. In particular, the FSF enables JCP Districts to trial different approaches to tackling worklessness. Greater autonomy for District Managers will enable Jobcentre Plus to respond to one of the priorities of the coalition government - public service reform and the devolution of power from the centre to the front line. District Managers are best placed to deliver elements of our service effectively and efficiently, procuring external services where appropriate, in order to meet the needs of local customers.
- 1.2 The West of Scotland Jobcentre Plus District has identified a need for provision that supports Jobcentre Plus claimants, in the Dumfries & Galloway area, who need extra personalised support to help them move nearer to the local labour market and find sustained employment.
- 1.3 The provision will be accessible to all Jobcentre Plus claimants, however, overall eligibility for this programme will be determined by JCP who will be responsible for deciding which customers would benefit most from the programme.

2. Aim

- 2.1 The overall aim of the provision is to address the employability barriers that some pre and post work programme Jobcentre Plus claimants may have and to assist those requiring moderate levels of support to become fully job ready and ultimately secure sustainable employment.
- 2.2 The provision will be accessible to all Jobcentre Plus claimants from day 1 of unemployment and those who have completed the Work Programme who need extra personalised support to address a range of employability barriers. An individualised programme of structured activity shall take place within a 10 week period.

3. Targeted Support

- 3.1 The provision will target claimants residing within the Dumfries and Galloway area of the West of Scotland Jobcentre Plus District with locations focused to Stranraer, Dumfries and Annan
- 3.2 DWP will be awarding one contract and Potential Suppliers are advised to see the Instructions to Potential Suppliers document (paragraphs 8.10 - 8.37) for how to submit a tender. Information about the claimant volumes is included at Section 5 of this Specification.

4. Design and Content

- 4.1 The programme will provide customers with 10 weeks support which will be a mixture of 1:1's and group sessions/workshops.
- 4.2 Each customer should be offered a minimum two hours facilitated support per week on a face to face basis. The provision will provide structured support and as a minimum must include:

a. Initial Engagement Activities – All claimants referred to the programme should have a minimum 1.5 hour one to one, face to face diagnostic interview, to identify the key barriers to employment and to start forming an understanding of the claimant's real or perceived barriers. An agreed Action Plan should be completed that details the required activities to address the barriers raised. Please note that a copy of the Agreed Action Plan should be forwarded to the referring Jobcentre Plus Job Coach within 5 working days of their initial interview.

b. Assigned Adviser – Shall be appointed for each customer and during participation they will work through, with the customer, some or all of the following 4 Employability Support Elements detailed below. The journey for each customer will differ, with each individual accessing the provision they need over the 10 weeks.

c. Element 1 - The Importance of a Positive Attitude

- confidence, motivational, self advocacy, demeanour and self esteem sessions;
- positive attitudes towards work, e.g. time management, following instructions, taking responsibility, reliability and work ethic;
- looking at the root causes of negative behaviour, e.g. aggressiveness, language, Literacy/Numeracy and ICT inexperience.

d. Element 2 - Qualities, Attitudes and Behaviours which Employers Look for in Their Employees:

- communication skills;
- self presentation, dress codes;
- punctuality, time-keeping and time management;
- team-working and problem solving;

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- an understanding of the qualities, attitudes and behaviours employers look for in potential recruits.

e. Element 3 - Jobseeking Support

- Completing mock application forms including online applications and accessing Universal Jobmatch to apply for jobs and save to their UJ account.
- Facilitated Jobsearch – each customer should be given access to appropriate jobsearch facilities and resources .
- set-up and use an email account and save updated CV
- access/apply for vacancies on other Jobsearch sites (e.g. Indeed)
- interview skills, e.g. preparation, practice, feedback;
- Local labour market information;

f. Element 4 – Job Skills Development

- Where appropriate, Individual Training Plans will be developed and claimants will be sign-posted to access sector specific training in line with their own job goals, e.g REHIS, First Aid, SAGE Payroll, Retail Skills, etc. It may be appropriate for customers to access other sources of funding (e.g ILA) to cover the costs of this.

- 4.3 As the aim of this provision is to help claimants progress nearer or into work, Jobcentre Plus requires the Supplier to complete an Exit Report for each individual claimant who leaves, or completes the 10 week programme.

The Exit Report will comprise

- A narrative assessment report from the course Tutor detailing the individual claimant's progress, strengths and weaknesses, during the 10 week programme, including the claimant's perceptions of their own barriers/employability on both starting and leaving the course and
- A record of activities completed and the claimants signed agreement of the identified steps/activities that will progress them nearer or into employment.

To note – further specific details on the Exit Report and Action Plan content will be agreed between Jobcentre Plus and the Supplier on award of contract.

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- 4.4 The Supplier will send the completed Exit Report to the claimant's Jobcentre Plus Adviser within 5 working days of the claimant leaving or completing the 10 week programme.

Post Programme Support

- 4.5 The Provider will provide post programme support to all claimants who secure employment/education/training within 5 weeks of leaving the programme and to those who complete the 10 week course but have been unsuccessful at securing employment. The Post Programme Support should last for a period of 5 weeks. It will be up to each claimants Assigned Adviser to decide the frequency and type of support required.

Delivery Locations

- 4.6 Bidders must identify and deliver the programme from premises sited in a central location within Stranraer, Dumfries and Annan. Premises must be accessible to claimants using public transport and claimants will not be expected to travel more than 40 minutes (each way) to attend the provision.

5. Referrals

- 5.1 The anticipated numbers of claimants accessing the provision during the contract period are as follows :-

<i>Referring JobCentres</i>	<i>Referral Volumes</i>
Stranraer	90
Dumfries	85
Annan	41
Total	216

Potential bidders should note, however, that these volumes are indicative only and Jobcentre Plus gives no guarantee that these volumes will be realised.

- 5.2 The Supplier will work with the District to schedule the programme taking into consideration any possible fluctuations in the above referral volumes. The contract will run continuously with referrals to the programme taking place in the first 8 months.
- 5.3 All claimants referred to the provision will be in receipt of a welfare to work benefit, they will be mandated to attend the provision and will be living in the postal code areas covered by the 3 named referring

Jobcentre areas within the West of Scotland Jobcentre Plus District. However, overall eligibility for this programme will be determined by JCP who will be responsible for deciding which customers would benefit most from the programme.

- 5.4 The Supplier will be responsible for encouraging and supporting claimants to participate and complete the Programme.
- 5.5 The Supplier will be responsible for ensuring all claimants are treated within the requirements of the legislation outlined in the contract. The Supplier should ensure that each participant is clear about the aims and objectives of the programme and the benefits of their participation.

6. Skills Conditionality

- 6.1 Skills conditionality is to reduce the numbers of people who fail to start and fail to complete on provision which is identified as necessary. When a claimant signs on for benefit there is an obligation that they skill themselves to move into the workplace. Participation in the training will be mandatory for all claimants referred to this programme. If a claimant fails to participate then Suppliers are required to inform JCP, within 24 hours, by completing the referral form for any claimant who fails to comply, and to keep supporting evidence, which includes information regarding:
 - failure to participate in or complete the training;
 - refusing a place on the training programme when notified of the requirement to attend by JCP, demonstrated by a failure to attend the first day;
 - failure to attend or participate in any meeting or activity, having been notified of the requirement to attend by the Supplier without the previous agreement of the Supplier; and
 - losing a place on the training programme through misconduct.

To Note - The sanction regime is a 4 week sanction for the first offence, followed by a further 13 week sanction for a second offence within 12 months.

7. Travel Costs

- 7.1 The Supplier is responsible for paying directly to Claimants' any reasonable travel expenses for return journeys from the Claimant's home to the agreed delivery venue.
- 7.2 The Supplier will pay Claimants' travelling expenses when they attend the provision in line with the Jobcentre Plus' policy, i.e.:
 - travel by public transport based on the cheapest reasonable return fare;

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- travel by private motor vehicle paid at the appropriate standard rate as defined by Her Majesty's Revenue and Customs;
 - taxi fares if public transport is not available or the Claimant is unable to use it (for example, people with mobility issues) and where prior approval has been given by the provider in line with guidance supplied by Jobcentre Plus, or, if the Claimant did not seek approval, it is clear the Claimant required a taxi to attend the provision.
- 7.3 Other expenses: miscellaneous costs incurred, such as parking and bridge tolls, and congestion charges. These costs will only be met if they relate to the journey to or from the provision.
- 7.4 Any public transport or taxi receipts should be produced by the claimant to validate the claim. If a ticket or receipt cannot be produced, or has been lost, payment should be made providing the claim seems reasonable. The Supplier will not be required to routinely provide the West of Scotland Third Party Provision Team with the receipts to support the payment of claimant expenses. However, receipts should be retained for up to 6 months, or as advised by Jobcentre Plus, for audit purposes.
- 7.5 The Supplier will manage the payment of travelling expenses to standards which will involve but not be limited to:
- the collection of all relevant information to enable payment, including bank account details;
 - ensuring complete accuracy in all payments of expenses;
 - providing an effective system to pay and monitor all expenses payments with appropriate audit trails; and
 - making any payments properly due, upon receipt of a correctly completed and documented application, upon receipt of the claimant's application.
- 7.6 If DWP advises changes to the rates of expenses (e.g. mileage rates) payable to claimants, the Supplier will update these rates within 30 days of being notified.

8. Childcare Costs

- 8.1 Jobcentre Plus is responsible for paying any childcare costs associated with attendance at the provision. This will be agreed between JCP and the claimants.

9. Timing

- 9.1 The contract will be for the period **18th May 2015 to 31st March 2016**.
- 9.2 Jobcentre Plus aims to have the delivery of the provision commence by **18th May 2015**. The last claimant starting the ten week programme will be no later than 18th January 2016. As the contract will end on **31st March 2016** Suppliers will not be required to provide the 5 week Post Programme Support for this last co-hort but will still be able to claim for any outcomes achieved. Suppliers should note that final invoices must be with Jobcentre Plus before 30th June 2016 to ensure payment is made.
- 9.3 DWP reserves the right to extend the contract, subject to the availability of funds, the satisfactory performance of the Supplier and continuing need for the provision for a period not exceeding 12 months.

10. Performance

- 10.1 The overall performance requirements for the provision are as follows:
- 216 claimants will Start the provision;
 - All claimants commencing the programme must receive a minimum 1.5 hour, one to one, face to face diagnostic interview to inform completion of the Action Plan within 6 working days of receiving the claimant's referral.
 - A 'Start' on the programme will be confirmed when the claimant has completed their diagnostic interview and has signed off their Action Plan, the original Action Plan should be retained by the supplier with a copy forwarded to the referring Jobcentre Plus' Job Coach within 5 working days.
 - **Job Outcome – 50 %** of claimants starting the provision will obtain employment for 4 consecutive weeks. See Paragraph 10.2 for the definition of a job outcome.
 - **Sustained Job Outcome – 70%** of those claimants who achieve a Job Outcome will remain in sustained employment for a minimum of 8 weeks. See Paragraph 10.3 for the definition of a sustained job outcome;
 - It is anticipated that 20% of participants who don't move into employment should progress into additional mainstream help or support to improve their chances of employment e.g Voluntary Work, Additional Training, Work Experience etc;

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- An exit report will be required for all claimants leaving the programme (completers / early leavers / positive outcome achievers). This should include a record of activities completed and identify possible next steps which will help their JCP Adviser build on the progress made and continue to move the claimant along their journey towards employment, education/training.

- 10.2 A job outcome – is defined as one where, within 6 weeks of leaving the (10 week) programme, the Claimant starts paid employment for a minimum 16 hours per week and resulting in an off flow from Working Age Welfare to Work Benefits. The Job must be continuous for 4 consecutive weeks;
- 10.3 A sustained job outcome - is defined as when a claimant has been in employment and off benefit each week (a week is defined as a 7 day period) for 8 continuous weeks following the initial job start date. The original job outcome must be achieved within 6 weeks of leaving the programme.
- 10.3 Suppliers will only be paid one Job outcome and one Sustained outcome payment per Claimant.
- 10.5 The Supplier will be required to report their success against these criteria to Jobcentre Plus.
- 10.6 Job outcomes must be genuine opportunities with a realistic possibility of providing sustained employment for the Customer.

11. Provision Budget

- 11.1 A maximum budget of **£102,512** has been set for the provision.

12. Payment Model

- 12.1 Jobcentre Plus will pay the Supplier a fixed fee for each Claimant:
- After completing a diagnostic interview and completion of an Action Plan;
 - 4 weeks Job Outcome;
 - 8 weeks Sustained Job Outcome.
- 12.2 The Supplier will submit a monthly invoice. The invoice must include evidence to support the claim. The evidence requirements for each element are:
- **Provision Start** : SL2's for all claimants who have commenced provision.

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- **4 Week Job Outcome:** evidence such as a wage slip or written confirmation from the employer to support the Claimant starting and retaining employment. This will be limited to one qualifying Job Outcome per Claimant.
- **8 Week Sustained Job Outcome:** evidence such as a wage slip or written confirmation from the employer to support the Claimant starting and retaining employment. This will be limited to one qualifying Job Outcome per Claimant.
- Jobcentre Plus will advise the successful Supplier the procedure for confirming starts and submitting invoices prior to contract commencement.

12.3 The Supplier will be paid monthly in arrears upon submission and validation of a suitable invoice detailing the claim along with appropriate supporting evidence, as outlined in paragraphs 12.2.

12.4 Suppliers are invited to submit their proposed unit costs for:

- Start (up to a maximum of **£225** with the maximum total amount paid for this element being **£48,600**;
- 4 Week Job Outcome (up to a maximum of **£274** per Claimant with maximum total amount paid for this element being **£29,592**;
- 8 Week Sustained Job Outcome (up to a maximum of **£320** per Claimant with maximum total amount paid for this element being **£24,320**.

12.5 Suppliers may propose a lower start fee, job outcome fee and sustained job outcome fee unit costs than illustrated in paragraph 12.4 but there can be no change to the volumes of outcomes. The successful Supplier will be entitled to claim for job outcomes achieved in excess of the job outcome performance requirements detailed in paragraph 12.4, subject to the maximum contract value **£102,512**.

12.6 A worked example for Dumfries and Galloway, Get Working Provision based on the anticipated number of Starts (i.e 216); 4 week job outcome (i.e.50%) and 8 week sustained job outcome (70%); set out below for illustrative purposes

- Fee for each Start on the provision: 216 – maximum payable £225
= 216 x £225 **= £48,600 (a)**
- Fee for each 4 week Job Outcome: - maximum payable £274
= (50% into work) 50% x 216 starts = 108 four week Job Outcomes
= 108 x £274 **= £29,592 (b)**

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- Fee for each 8 week sustained outcome: maximum payable £320
= (70% into sustained work) 70% x 108 Job Outcomes = 76
= 76 x £320 **= £24,320 (c)**
- **Overall cost (a) + (b) + (c) = £102,512**

12.7 No variants on the payment model illustrated in this specification will be accepted.

13. Participant feedback and complaints handling

13.1 The Supplier must put in place a range of mechanisms for encouraging feedback from Claimants. Claimants' feedback will be an integral part of the successful Supplier's performance monitoring system.

13.2 The Supplier must ensure systems are in place to allow Claimants to resolve any grievances, concerns or complaints promptly and with the minimum level of bureaucracy, without causing them embarrassment. This includes complaints in relation to discrimination.

13.3 The Supplier must always try to resolve problems internally. In some circumstances, however, it may be necessary to contact Jobcentre Plus for additional advice.

13.4 The Supplier must record any discussions and their outcomes, allowing the participant to see and sign the record. Claimants will be told the outcome of issues raised by them through the complaints procedures.

13.5 Any Claimant feedback/complaint should be retained for the period stated in the contract in case Jobcentre Plus needs to see them as part of Performance and Contract Management activities – see Section 14.3.

13.6 If the dispute between the Claimant and the Supplier (and/or the Sub-contractor) cannot be resolved the dispute shall be referred to the Independent Case Examiner (ICE) for mediation.

13.7 If the dispute cannot be resolved by mediation, the ICE will conduct a full investigation. The decision of the ICE shall be final and binding upon the parties to the dispute. The ICE investigation shall carry a £5,000+ VAT contribution to costs paid by the Supplier or the Sub-contractor, who will also be liable for any financial redress recommended by the ICE. In the event that the complaint against the Supplier or Sub-contractor is dismissed, no costs shall be payable. Any costs in respect of complaints that have been upheld against the Supplier or the Sub-contractor and any financial redress due to the claimant shall be paid within four (4) weeks of the date of the ICE's final investigation report.

14. Management Information

14.1 Management Information is used to measure the performance and success of the provision:

- evaluate the effectiveness of the programme;
- measure the uptake and delivery of provision; and
- monitor and manage contracts (including financial monitoring and external quality inspection).

14.2 The West of Scotland Jobcentre Plus District will monitor performance and will use Management Information to inform the Supplier Performance Reviews, as required.

14.3 DWP will collect Management Information about Claimants who have been referred to the provision by Jobcentre Plus. DWP may request Management Information from the Supplier. The Supplier will be required to maintain records to allow Management Information to be provided to DWP on:

- Provision starts;
- Job Outcomes;
- Sustained Job Outcomes

This list is not exhaustive.

14.4 Where DWP requires additional information, to support performance management, for example, the Supplier will be expected to supply this within the agreed time limits.

15. Sharing of Management Information

15.1 There are rules around the sharing of Management Information. These are detailed in the contract.

15.2 The Supplier shall not (and shall ensure that any of their Sub-contractors shall not) at any time publish, disclose or divulge any of the Management Information to any third party until the date of publication of the official and/or national statistics.

15.3 The Supplier must implement appropriate arrangements which ensure that the Department's information and any other Departmental assets are protected in accordance with prevailing statutory and central government requirements. These arrangements will clearly vary according to the size of the organisation.

15.4 It is the Supplier's responsibility to monitor compliance of any sub-contractors and provide assurance to DWP.

- 15.5 Failure to comply with any of these Policies or Standards could result in termination of current contract.

16. Health and Safety

- 16.1 All claimants involved in any way with DWP Provision are entitled to train and work in a healthy and safe environment with due regard to their welfare. Under Health and Safety Law they are regarded as the Supplier's employees, whether or not they are paid. Suppliers must, therefore, comply with their Duty of Care under the [Health and Safety at Work Act 1974](#) and the Act's associated regulations in the same way as they would do for any other member of their workforce. Suppliers must ensure that participants receive health and safety induction, training and supervision which are appropriate to the provision being delivered, and that systems are in place for checking this, both within their own organisation and at any sub-contractors. Suppliers must complete risk assessments, instruct, inform and train participants on the control measures identified. There are specific risk assessments for young people, pregnant workers, Lone Workers and employees who are engaged in Manual Handling activities. This list is not exhaustive.
- 16.2 DWP and Jobcentre Plus staff may therefore visit Suppliers and their sub-contractors for a variety of reasons. When doing so they will, in the course of their duties, adopt an 'awareness' approach to health and safety. In doing this they will not be conducting a health and safety inspection, nor will they be in a position to offer advice on whether something is safe or not. Instead they will approach this from the position of any layperson. If, however, they do spot something on which they require assurance or clarification they will raise this with the Supplier or their sub-contractor's representative at the location they are visiting. If it is subsequently decided that the issue raised is one that requires follow up, this will be arranged with the Supplier through their local Jobcentre Plus contact.

17. Data Security Requirements

- 17.1 Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in government contracts. Information must be protected, together with systems, equipment and processes which support its use. DWP Suppliers must provide an appropriate level of security. The Supplier will be required to submit a Security Plan with their Tender, which details all activities required to safeguard DWP information in compliance with the DWP Security Policy and standards. The Supplier is required to complete and submit their Security Plan using the template attached as Annex E to the Tender Form.

18. Her Majesty's Government (HMG) Personnel Security Requirements

- 18.1 The HMG Baseline Personnel Security Standard is a staff vetting procedure. It requires that a number of checks are made on persons who are to be given access to Government assets (premises, systems, information or data). Full details of the contractual obligations required to comply with the above procedures can be found in the Guidance document "HMG Baseline Personnel Security Standard - A Guide for DWP Contractors". A PDF version can be viewed at:
<http://www.dwp.gov.uk/docs/aguidefordwpcontractors.pdf>

19. DWP Customer Charter

- 19.1 DWP is committed to providing high quality and efficient services to our customers. The DWP Customer Charter sets out the standards that customers can expect and what their responsibilities are in return. DWP are dedicated to raising the standards of all our contracted provision and require all Suppliers and sub-contractors to embed the principles of the Customer Charter into the services they deliver on DWP behalf. The customer charter can be found at;
<http://www.dwp.gov.uk/docs/customer-charter-dwp.pdf>

20. DWP Code of Conduct

- 20.1 The DWP Code of Conduct spells out the key values and principles of behaviour which DWP expects of Organisations which are essential for creating healthy, high performing supply chains. Organisations that contract with DWP will be expected to operate in accordance with the Code of Conduct.

The Code is Annex 1 to the DWP Commissioning Strategy and be found at; <http://www.dwp.gov.uk/docs/cs-rep-08.pdf>

21. Supplier Charter

- 21.1 The Supplier Charter is a set of principles that outline how DWP and its contractors, will work together to help DWP achieve its strategic objectives. The charter embraces a partnering approach to driving up value for money through continuous improvement and innovation. It reflects DWP core values and our commitment to a fairer and more sustainable society. A full copy can be found below.
<http://www.dwp.gov.uk/docs/dwp-supplier-charter.pdf>

22. Offshoring (including Landed Resources and Nearshoring)

- 22.1 Prior written consent from DWP must be sought where Bidders (and/or their sub-contractors) are proposing to host or access DWP systems, services or official information outside of the United Kingdom, or to bring foreign nationals to the United Kingdom to provide services in delivery of the Contract. The Supplier must submit an application for approval together with their bid. Further details can be found in the guidance document 'A Guide for Contractors on the DWP Offshoring Policy V2.0'. A PDF version of this can be viewed at: [DWP Contractor Offshoring Guidance](#)

23. Provider Assurance Team

- 23.1 The Provider Assurance Team (PAT) provide DWP with assurance that:
- payments to contracted employment provision Suppliers are in accordance with DWP and Treasury requirements;
 - public funds and DWP data are protected; and
 - value for money has been obtained.

24. Programme Evaluation

- 24.1 Evaluation of the programme may seek to determine the success of provision. DWP will analyse MI and conduct qualitative research with JCP/DWP staff, customers and The Supplier to build up a picture of the support delivered. Researchers may wish to visit and interview Suppliers as part of the evaluation. Suppliers will be contacted in advance of any fieldwork. Suppliers are expected to fully co-operate with evaluation activity commissioned by DWP.

25. Sustainable Development

- 25.1 DWP supports the main goal set out in the UK Strategy for Sustainable Development (Securing the Future, 2005) which is to 'enable all people to satisfy their basic needs and enjoy a better quality of life without compromising the quality of life of future generations. This includes four main aims - social progress recognising the needs of everyone; effective protection of the environment; prudent use of natural resources; and maintenance of high and stable levels of economic growth.
- 25.2 DWP Suppliers are required to ensure that they and their sub-contractors use all reasonable endeavours to comply with the principles set out in the UK Strategy and the Sustainable Operations on the Government Estate (SOG) targets. More information can be found on the [DWP Sustainable Procurement page](#).

- 25.3 DWP Suppliers are required to provide a policy statement within **six** months of the contract start date to demonstrate how they will satisfy and adhere to the principles of sustainable development, together with an action plan to explain how they will deliver environmental and community benefits.