



Ministry  
of Justice

# Prison Education Services

**PART A: Invitation to Tender (ITT) for the Prison Education Framework (PEF) - Information Document**

Version 1.0

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# 1 INTRODUCTION

## 1.1 Introduction to the ITT

- 1.1.1 This Invitation to Tender (ITT) is issued by the Ministry of Justice on behalf of the Secretary of State for Justice (the “Authority”). This procurement is for the appointment of suppliers to a framework contract (the Prison Education Framework or PEF) to provide prison education services (the “Services”) to the Authority and to other customers.
- 1.1.2 This procurement is being conducted in accordance with regulations 74-76 of the Regulations.
- 1.1.3 The ITT is for use by Bidders who wish to participate in the Authority’s tender process for the PEF and sets out the Authority’s tender response requirements and the Authority’s overall approach to selection and evaluation. The purpose of the selection stage is to identify Bidders’ suitability to perform the contract in terms of their economic and financial standing and their technical and professional ability. The purpose of the evaluation stage is to identify the most economically advantageous tenders that best meet the Authority’s requirements for the PEF.
- 1.1.4 The ITT is provided for use by Bidders’ professional advisors and other parties essential to preparing a bid for the PEF and no other purpose.
- 1.1.5 Bidders should read the ITT carefully and ensure that they are familiar with the nature and extent of the obligations in this procurement process. The Authority reserves the right to revise the procurement documentation at any time prior to the date for submission of tenders and will re-issue updated documentation via Bravo Solutions Portal (see the indicative procurement timetable, Section 7 below).
- 1.1.6 Bidders are not permitted to undertake any publicity activities (during the procurement process and after contract award) with any section of the media in relation to this procurement process, the ITT, any subsequent documentation or the proposed project without the prior agreement of the Authority.
- 1.1.7 Any capitalised terms in this ITT shall have the meaning given to them in Annex 1 (Interpretation of Terms).

## 1.2 Structure of the ITT

1.2.1 The ITT consists of 4 Parts:

- (a) **Part A: Information Document** – this explanatory document provides an overview of the Prison Education Programme and Prison Education Framework and sets out the procurement process and timetable for the PEF;
- (b) **Part B: Selection & Evaluation Framework** – this provides detailed instructions for the preparation of Tender Responses and details of the criteria, scoring methodology and weighting that will be applied by the Authority when evaluating Tender Responses;

- (c) **Part C: Draft Framework Contract** – this contains the contractual terms of the PEF and the contractual terms that will apply to Call Off contracts awarded under the PEF; and
- (d) **Part D: Framework Pricing** – this is a Microsoft Excel format workbook that Bidders are required to complete as part of their Tender Response and which will be evaluated in accordance with Part B: Selection & Evaluation Framework.

1.2.2 Parts A, B, C and D of the ITT are accessible as separate documents in the Bravo Solutions Portal.

## 2 THE AUTHORITY: BACKGROUND

- 2.1 The provision of education in prisons is a statutory duty. Section 86 of the Apprenticeships, Skills, Children and Learning Act 2009 provides that the Secretary of State must secure the provision of such education and training facilities as he/she considers appropriate for education and training suitable to the requirements of prisoners. The Prison Rules 1999 require that educational classes are arranged at every prison, with every prisoner able to profit from the education facilities and encouraged to do so. The Prison Rules also require a library to be provided in every prison and that every prisoner shall be allowed to have library books and to exchange them.
- 2.2 There are currently 102 prisons and other establishments in England that will be able to Call Off Services from the PEF, housing approximately 73,000 prisoners (10 of those prisons hold approximately 4,000 female prisoners). We expect this to rise to 104 establishments by the time that Services are called off the PEF, with the addition of HMP The Verne and Morton Hall Immigration Removal Centre.
- 2.3 For the PEF procurement process and subsequent delivery of education services, prisons in England will be grouped into Lots based largely on the new Her Majesty's Prison and Probation Service (HMPPS) prison group structure that will take effect from April 2018. The new HMPPS model is broadly based on a prisoner flows model, grouping together sets of prisons that a prisoner may pass through during their sentence. This will be conducive to effective operational performance and facilitate engagement with community partners and the strategic development of the group of prisons as a coherent whole.
- 2.4 A definitive (regularly updated) list of prisons in England and Wales can be found at [www.gov.uk/government/publications/prisons-and-their-resettlement-providers](http://www.gov.uk/government/publications/prisons-and-their-resettlement-providers). Further information on individual prisons can be found at [www.justice.gov.uk/contacts/prison-finder](http://www.justice.gov.uk/contacts/prison-finder).
- 2.5 Education has a vital role in supporting prisoners into employment. Employment reduces reoffending. The Authority's 'Analysis of the impact of employment on reduced re-offending following release from custody, using Propensity Score Matching' (March 2013)<sup>1</sup> showed a one year proven re-offending rate 9.4 percentage points lower for those who found P45 employment after release (compared with the matched comparison group) following a custodial sentence of less than one year. The comparable figure was 5.6 percentage points for those with sentences lasting one year or more.

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<sup>1</sup> [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/217412/impact-employment-reoffending.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/217412/impact-employment-reoffending.pdf)

- 2.6 Experimental data published by the Authority on 27 July 2017<sup>2</sup> showed that:
- prisoners who undertake any form of learning activity have a significantly lower re-offending rate on release from prison than their peers. The proven one-year re-offending rate is 34% for prisoner learners compared to 43% for prisoner non-learners;
  - on average, prisoner learners receive a prison sentence on re-offence that is 120 days shorter than their initial sentence. In contrast, prisoner non-learners receive a prison sentence on re-offence that is slightly longer than their initial sentence.
- 2.7 The PEF is, therefore, a key enabling factor in the Authority's education reform plans for the adult prison estate in England. As a result of the Call Off contracts, prison governors will determine the curriculum offered, the way education delivery is organised and sequenced, and who delivers the education. Suppliers will be key partners in each of those processes as governors put in place an education offer that meets the needs of learners and addresses the skills in demand by employers in the areas to which those learners will be released.
- 2.8 The Framework Contract will be in the name of the Secretary of State for Justice but the day to day operation and management of the Call Offs will be by the prison governors and or education teams. See the Draft Framework Contract at Part C of this ITT for further details.

### 3 OVERVIEW OF PRISON EDUCATION REFORMS

- 3.1 Through its Prison Education Programme, the Authority is implementing a range of changes:
- (a) Between them, the **PEF** and **Prison Education Dynamic Purchasing System** will provide all prison education services, save those delivered 'in house' through the Authority's own staff and largely as an incidental part of other regime activity; and
  - (b) The Authority has let a series of Concession Contracts which give named **Awarding Organisations** an exclusive right to have their qualifications used in seven curriculum areas (see *Schedule F1* "Specification", *Schedule C17* "Accessed Contracts" and *Appendix 6* to the ITT for more details).
- 3.2 The scope of the PEF does not include information, advice and guidance services save where delivered by teaching staff as an incidental part of learning delivery.
- 3.3 Prison education reform has been a government focus for a number of years, with two important documents published in 2016: the detailed review of prison education by Dame Sally Coates "*Unlocking Potential: a review of education in prison*" (see Appendix 3) and the White Paper, Prison Safety and Reform (see Appendix 4). In both cases, the aim was to consider how to improve education services within the prison estate in order to secure employment on release and thereby reduce re-offending.
- 3.4 The main White Paper commitments around prison education were to (para 120):
- make prison governors fully responsible for education provision in their prisons once existing contracts end, commissioning the services they think are most appropriate in their individual prison. This means governors will be able to decide how to structure their educational regime, how it is sequenced and integrated with other services, who provides

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<sup>2</sup> [www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/633198/pnc-ilr.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/633198/pnc-ilr.pdf)

it, and how to spend not only this budget but other related budgets, like the one for library services. It has the potential to make a big difference;

- assess all prisoners' education needs on entry into custody to create a personalised learning plan as part of their sentence plan;
- introduce a core common curriculum across the estate, focusing on maths and English, and seek to use the same awarding bodies for particular types of provision so those starting a course at one prison can bank and build on their progress if they move elsewhere;
- encourage governors to work with local employers and use data on the local labour market gaps to choose the right vocational training to help offenders into employment, including better use of Release On Temporary Licence; and
- make sure that those providing education in prisons have the right skills and capabilities to do so, with the Education and Training Foundation asked to look at the longer term development needs of the education and training workforce and make recommendations.

3.5 In addition to the above, the Authority is committed to reducing unnecessary rules and governance to allow governors more oversight and control of existing services.

3.6 The PEF introduces a new funding methodology and also includes a new prison allocation methodology such that any new prisons will be allocated to Lots such that they take account of prison population and educational need.

3.7 The Authority recognises that new powers for governors will mean additional development and support needs and it is addressing these needs.

3.8 In summary the changes the Authority plans will enable the following objectives:

Prisoner	<ul style="list-style-type: none"> <li>• All prisoners are offered the chance, and are encouraged, to participate in education that addresses any deficits in the basic skills of maths and English and is appropriate to their needs, abilities and interests. This should include the opportunity to progress learning to higher levels.</li> <li>• All sentenced prisoners have a personal learning plan based on their needs and interests, which maps a clear pathway for giving them the skills for employment, which develops to continue to meet their needs throughout their sentence (including their time on licence post-release). Provision is in place to fulfil the custodial element of these plans.</li> <li>• Integration with learning and qualifications in the wider FE sector means prisoners leave prison with the same qualifications they could have gained in the community. These should enable them to find employment or access education on release; some will have settled arrangements to complete their learning through local, mainstream FE services.</li> <li>• Learning Difficulties and Disabilities (LDD) are identified through screening and enable better work with healthcare, with appropriate support provided for every prisoner with LDD.</li> <li>• All prisoners are able to access appropriately stocked libraries that support them in their learning.</li> </ul>
Education provision	<ul style="list-style-type: none"> <li>• Governors commission providers who have a track record of enabling learners to complete their learning aims. For example,</li> </ul>

	<p>‘Good’ or ‘Outstanding’ outcomes for learners, or ‘Good’ or ‘Outstanding’ inspection reports.</p> <ul style="list-style-type: none"> <li>• Learning is fully integrated into the prisoner’s experience, with every staff member supporting them to think about the learning they are doing and the purpose of doing it.</li> <li>• Learning in prisons will be in line with that in the Further Education (FE) sector and there is continuity in education between prisons.</li> <li>• In the most popular curriculum areas, learning in prisons will use designated Awarding Organisations to ensure continuity of learning on transfer. As new Post-16 routes are implemented in mainstream further education, prison education will fall in line with them and the associated accreditation arrangements.</li> <li>• Experienced and professional organisations operate a well-stocked library and learning resource centre, with hard copy and virtual material, which actively supports the prison governor’s learning strategy and agenda. Library staff signpost prisoners to material that will support their learning, and to well-qualified peer mentors able to support a broad range of learning and developmental activity.</li> </ul>
Governors	<ul style="list-style-type: none"> <li>• Governors have the right information about the current skills levels (including learning difficulties and/or disabilities) of their population, about the skills in demand in the labour markets into which their prisoners are released, and about the skills needed to enable prisoners to work effectively in custody.</li> <li>• Governors develop a strategic view of what their establishment’s learning offer should be and how it needs to dovetail with the offers in establishments to which it sends, and from which it receives, prisoners.</li> <li>• Governors can secure the right level of educational, commercial and legal expertise and support to enable them to convert their strategic plans for education delivery into commissionable and deliverable arrangements.</li> <li>• Empowered governors commission appropriate, needs-based education which flexes and adapts to changing (especially employer-led) requirements, and have contractual levers and performance measures to ensure it remains of a high quality.</li> <li>• Governors are kept accountable for outcomes.</li> </ul>
The market	<ul style="list-style-type: none"> <li>• A framework contract that gives governors a choice of providers for provision that will enable them to choose the most appropriate providers for the needs of their prisoners.</li> </ul>
Integration with wider reforms	<ul style="list-style-type: none"> <li>• The reforms to education fit with wider Ministry of Justice (MoJ) prison reform portfolio objectives, thereby contributing to the delivery of the commitments made in the <i>Prison Safety and Reform</i> White Paper.</li> <li>• Education is integrated specifically with reforms to employment, governor empowerment and accountability, and workforce.</li> </ul>

**Table 1: Authority Strategic objectives**

## 4 OVERVIEW OF PRISON EDUCATION FRAMEWORK (PEF)

- 4.1 The Authority intends to appoint Suppliers for seventeen (17) Lots within the PEF, as set out in table 2 below and detailed in Appendix 16: PEF Lots.
- 4.2 Bidders can submit a Tender Response for one or more Lot(s) - there are no bid limits.
- 4.3 The Framework Contract is for a period of four (4) years with a possible extension for an additional period of up to two (2) years.
- 4.4 The Authority will enter into a single Framework Contract with the Supplier(s) which will cover all the Lots for which each Supplier has been successful.
- 4.5 It is expected that Framework contracts will be awarded by **September 2018**. *Schedule F1* (Specification) to the Draft Framework Contract describes the Core Common Curriculum requirements (Part A) and the Wider Curriculum Requirements (Part B) which the Authority may purchase from the Supplier in its discretion in accordance with the provisions of the Draft Framework Contract.
- 4.6 The Authority is looking to award a Framework Contract with up to five (5) Suppliers per Lot.

Lot	Lot Name:	Number of prisons in Lot	Indicative maximum contract value per annum (based on 17/18) £m
1	Avon & South Dorset	5	5.0
2	Bedfordshire, Cambridgeshire & Norfolk	5	6.5
3	Cumbria & Lancashire	5	6.8
4	Devon & North Dorset	4	4.6
5	East Midlands	6	4.8
6	Greater Manchester, Merseyside & Cheshire	5	7.7
7	Hertfordshire, Essex & Suffolk	5	6.6
8	Kent, Surrey & Sussex	10	8.1
9	London	8	14.4
10	Long Term & High Security Estate	7	5.6
11	Long Term & High Security Estate	6	5.0
12	North Midlands	6	6.9
13	South Central	6	5.6
14	Tees & Wear	5	8.4
15	West Midlands	8	15.1
16	Women's Estate North	4	3.6
17	Yorkshire	8	15.2
	<b>Total contract per annum (17/18)</b>		<b>129.9</b>

*Table 2: Lists the PEF Lots*



- 4.7 Following the PEF tender evaluation, there will be a period of governance reviews and approval processes, which includes internal MoJ approvals of the tender process, Cabinet Office governance and finance reviews, and HMRC checks. PEF Contract completion will take place only after these reviews and processes have been successfully undertaken.
- 4.8 Potential Suppliers will be required to participate in a Further Competition Procedure for each Lot, leading to the award of a Call Off Contract to the successful Bidder – see Schedule F6 of the Draft Framework contract for further details.
- 4.9 It is currently expected that the Call Off process will commence in **September 2018**, culminating with award of a Call Off Contract to a Supplier in or around December **2018** for each of the 17 Lots.
- 4.10 The Call Off Contracts from the PEF will be for a fixed four (4) year term with a possible extension for up to two (2) years.
- 4.11 The Lot-level Further Competition Procedures, which will be managed at Lot level, will include:
- (a) development of a Lot level Specification, including detailed individual requirements for each establishment in the Lot (the “Call Off Specification” – *Schedule C4* of the Draft Framework Terms and Conditions);
  - (b) a process in which tenders are requested from each Potential Supplier for the relevant Lot (*Schedule C5* “Call Off Tender” and *Schedule F6* “Call Off Procedure and Award Criteria”) for those specified services;
  - (c) Potential Suppliers for the relevant Lot(s) must bid in these further competitions; and
  - (d) evaluation of the tenders and selection of the successful Supplier.
- 4.12 Following award of a Call Off Contract, the successful Supplier will develop a detailed implementation plan (*Schedule C9* “Implementation Plan”) which will lead to equipment/asset transfers, incumbent Supplier handover, staff handover (where TUPE applies – *Appendix 9*) and introduction of the new service.
- 4.13 Suppliers must be ready to commence Service provision by **1 April 2019**.
- 4.14 Supplier(s) will be required to collaborate and interface with third party Suppliers to the Authority. See *Schedule F1* (Specification) and *Schedule C15* (Collaboration) of the Draft Framework Contract for details.

## **5 TENDER INFORMATION**

### **5.1 Authority Information**

- 5.1.1 The Authority will provide additional information to assist Bidders in preparing their Tender Response via the Authority’s electronic procurement portal, Bravo Solutions, which is located at <https://ministryofjusticecommercial.bravosolution.co.uk> (the “Bravo Solutions Portal”). Any questions Bidders raise during the tender period (note the deadline in the Indicative Procurement Timetable, table 3 below) should be raised via the messaging facility within Bravo Solutions Portal and the Authority will respond via this same channel to maintain transparency for all participants in the procurement process.

- 5.1.2 This ITT (and the supporting information in Bravo Solutions Portal) is made available in good faith. However, Bidders must satisfy themselves as to the accuracy of Information the Authority provides. No warranty is given as to the accuracy or completeness of the information contained in it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the Authority and its advisors, provided that nothing in this document seeks to exclude or limit the liability of any person for fraudulent misrepresentation.
- 5.1.3 ITT documents marked as “**confidential**” are provided on the basis that they are and shall remain the property of the Authority and must be treated as such and must be returned or destroyed on demand and Bidders must not retain any electronic or hard copies.
- 5.1.4 At all times, Bidders and any of their employees, staff, agents, Consortium partners and sub-contractors involved in the project shall:
- (a) where appropriate, be registered in accordance with the Data Protection Act 1998 (the “**DPA**”) and any other laws relating to the processing of personal data and all related regulations and codes of practice, all as amended, enacted or replaced from time to time (the “**Data Protection Laws**”);
  - (b) observe all their obligations under the Data Protection Laws which arise in connection with provisions of services or otherwise under the project.

## 5.2 Clarifications

- 5.2.1 Should a Bidder have any query about any aspect of the procurement process or documentation and/or require any further information or assistance, Bidders should contact the Authority through the Bravo Solutions Portal by the deadlines for the submission of clarification questions as set out in Indicative Procurement Timetable (paragraph 7 below).
- 5.2.2 Bidders should note that during the procurement process they, or their advisors, should not contact the Authority or any of its employees or advisors or any third parties connected to the Authority other than through the Bravo Solutions Portal as instructed above. Any information provided in response where not confidential will also be provided to the other Bidders as set out above.
- 5.2.3 The Authority will respond via the Bravo Solutions Portal unless an alternative response is considered to be appropriate by the Authority in the circumstances. Bidders are reminded that it is their sole responsibility to ensure that their contact details for the Bravo Solutions Portal are kept up to date and that the Bravo Solutions Portal is monitored throughout the duration of this tender process.
- 5.2.4 For technical assistance in relation to the Bravo Solutions Portal, Bidders should contact the help desk by telephone on 0845 010 0132.

## 6 SUBMISSION, MODIFICATION AND WITHDRAWAL OF TENDERS

- 6.1 Part B to this ITT: Selection & Evaluation Framework sets out the requirements for submission of Tenders. Modification and withdrawal of Tenders must be in accordance with this section 6.
- 6.2 The Bidder may modify or withdraw submitted bids at any time prior to the deadline for receipt of Tender Responses. Any Bidder wishing to modify or withdraw its Tender Response should

do so using the Bravo Solutions Portal and must also contact the Bravo Solutions helpdesk to advise that a modified Tender has been submitted or a Tender has been withdrawn using the Bravo Solutions messaging system.

6.3 It is the Bidder's responsibility to contact the Bravo Solutions helpdesk to resolve any problems with the electronic submission of the Tender. The telephone number for the helpdesk is 0845 010 0132.

6.4 No Tender Response may be modified **after** the deadline for receipt.

## 7 INDICATIVE PROCUREMENT TIMETABLE

Key Actions	Expected Dates (subject to change)
Official Journal of the European Union (OJEU) Notice, Contract & ITT Documents issued	7 <sup>th</sup> February 2018
Tender Clarifications period: <b>OPENS</b>	7 <sup>th</sup> February 2018
PEF Bidder Events: Sheffield & London	15 <sup>th</sup> and 22 <sup>nd</sup> February 2018
Bidders submit their Intention to Tender Confirmation form ( <i>Appendix 11</i> ) and sign Non-Disclosure Agreement form ( <i>Appendix 8</i> ).	<b>10 am Monday 26<sup>th</sup> February 2018</b>
TUPE information ( <i>Appendix 9</i> ), List of Common Awarding Organisations & Prices ( <i>Appendix 6</i> ) and List of Asset registers ( <i>Appendix 7</i> ) sent out to interested Bidders	27 <sup>th</sup> February 2018
Tender Clarification period: <b>CLOSED</b>	5pm on 2 <sup>nd</sup> March 2018
MoJ Final response to clarification questions/ updates to ITT, where relevant/ Framework Contract issued	9 <sup>th</sup> March 2018
<b>Deadline for submission of Tender Responses</b>	<b>12 noon on Thursday 5<sup>th</sup> April 2018</b>
<b>Selection Stage 1: Supplier Suitability Stage</b>	<b>9<sup>th</sup> April – 13<sup>th</sup> April 2018</b>
1. Finance & Quality Due Diligence	9 <sup>th</sup> – 13 <sup>th</sup> April 2018
2. Organisation Checks	9 <sup>th</sup> – 13 <sup>th</sup> April 2018
<b>Supplier Exclusions (where Bidders fail to satisfy 1 and 2 above)</b>	<b>12 noon on Friday 13<sup>th</sup> April 2018</b>
Tender returns out to Evaluators	13 <sup>th</sup> April 2018
<b>Evaluation Stage 2: Quality and Price (Evaluation and Moderation)</b>	<b>16<sup>th</sup> April – 18<sup>th</sup> May 2018</b>
1. Quality evaluations lead by the Evaluators & price evaluation lead by Commercial teams	16 <sup>th</sup> April – 4 <sup>th</sup> May 2018
2. Moderation process – Commercial/Policy teams	7 <sup>th</sup> May – 16 <sup>th</sup> May 2018
<b>Evaluation Review:</b> Collate scores, rank Bidders, compile the PEF tender report for the next MoJ board meeting for assessment and approval.	16 <sup>th</sup> May – 18 <sup>th</sup> May 2018
<b>Governance and Approvals</b> Framework Contract Finalisation Period Internal cabinet Office reviews: Full Business Case Internal Authority Board Approvals	11 <sup>th</sup> June 2018 – September 2018
Anticipated date for Framework Contract Award	September 2018

**Table 3:** PEF timetable. This may be subject to change. Where there is a need to alter the timetable, Bidders shall be notified via the Bravo Solutions Portal.

## 8 FRAMEWORK CONTRACT REQUIREMENTS

- 8.1 The Draft Framework Contract (Part C to this ITT) is the contract that the Authority will propose to use for the PEF. The form of contract utilises a set of multi-use terms and conditions. These are intended to provide a simpler set of terms which have less duplication and that are designed specifically for this purpose.
- 8.2 The terms consist of a set of joint core terms and schedules which are used both for the framework agreement and for Call Off agreements made under it and a set of joint schedules which will apply to both the framework and Call Off contracts.
- 8.3 Therefore the framework contract will be made up of the Framework Order Form (which sets out the specific details of the framework contract such as parties), the Core Terms, the framework ("F") schedules and the joint ("J") schedules. A Call Off contract will be made up of an Order Form (which sets out the specific details of the Call Off contract such as parties - see schedule F5 for a template of the Order Form), the Core Terms, the Call Off ("C") schedules and the joint ("J") schedules. The format of the terms is illustrated in *Appendix 18* to this ITT.
- 8.4 Bidders must not mark-up the Draft Framework Contract as part of their Tender Response.
- 8.5 Where Bidders perceive that there are inconsistencies or conflicts in the Draft Framework Contract and/or where they require clarification of any of the terms of the same, this should be brought to the Authority's attention during the Tender Clarification Period. The Authority does not expect any clarifications raised to be extensive or material.
- 8.6 The Authority will consider points raised on the Draft Framework Contract and reserves the right to accept or reject them and make changes to the Draft Framework Contract. The Authority's intention is to publish a Final Framework Contract, against which all Bidder Responses will be submitted as outlined in the procurement timetable.
- 8.7 Acceptance of the final terms of the Framework Contract as presented by the Authority with the ITT will be assessed as a **pass/fail basis** (see Part B: Selection & Evaluation Framework).

## 9 IMPORTANT NOTICES TO BIDDERS

Bidders are to note the following:

- 9.1 All references in the ITT to the Authority include, where appropriate and unless the context otherwise requires, references to the Authority's predecessors and successor(s).
- 9.2 The information has been prepared to assist interested parties in deciding whether or not to submit a Tender Response in relation to the procurement. It does not purport to be all-inclusive or to contain all of the information that a Bidder may require. Any descriptions of existing and proposed contractual arrangements are of a general nature only. Where the information describes any contractual arrangements which are not yet in force, those arrangements are subject to change. Any reference to a contract or other document is

qualified in full by reference to the entire terms of the contract or document to which reference is made.

- 9.3 The issue of the ITT in no way commits the Authority to award the Contract to any person or party. The Authority reserves the right to terminate the competition, to award a contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in the ITT, or to reject any or all Bidder Responses at any time. Nothing in this ITT should be interpreted as a commitment by the Authority to award a Contract to a Bidder.
- 9.4 The Authority does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this document or based on or relating to the recipient's use, or the use by any of its subsidiaries or the respective representatives of any of them, in the course of its or their evaluation of the service or any other decision. In the absence of express written warranties or representations as referred to below, the information shall not form the basis of any agreements or arrangements entered into in connection with this procurement.
- 9.5 The information has been provided in good faith and all reasonable endeavours have been made, and will be made, to inform Bidders of the requirements of the Authority. However, the information does not purport to be comprehensive or to have been independently verified. Bidders should form their own conclusions about the methods and resources needed to meet these requirements. In particular, neither the Authority nor any of its advisors accept responsibility for representations, writings, negotiations or understandings in connection with this procurement made by the Authority (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it. Bidders are expected to carry out their own checks for verification.
- 9.6 The only information which will have any legal effect and / or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and / or warranted in the Contract or other relevant agreements entered into at the same time as the Contract is entered into or becomes unconditional.
- 9.7 Subject always to the provisions of the preceding paragraph, Bidders considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of the ITT shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.
- 9.8 The ITT is subject to Crown copyright, which is reusable under the Open Government Licence. Information clearly marked/referenced as confidential or sensitive shall be subject to copyright restrictions. Such information and any other information supplied in connection with it, may, except with the prior written consent of the Authority, be published, reproduced, copied, distributed or disclosed to any person nor used for any purpose other than

consideration by each Bidder of whether or not to submit a Tender Response. Copies of this such information must be returned to the Authority on demand.

- 9.9 The Authority reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and information contained in this ITT as it shall in its absolute discretion think fit.
- 9.10 The Authority will not be responsible for the costs or expenses of any Bidder in relation to any matter referred to in this ITT howsoever incurred, including the evaluation of the service opportunity, the award, or any proposal for the award of the Contract or negotiation of the associated contractual agreements.
- 9.11 Variants bids will not be accepted.

## **10 GENERAL INFORMATION FOR BIDDERS**

### **10.1 Tender Validity**

It is a condition of this ITT that each Bidder that submits a Tender Response shall irrevocably hold their submission open for acceptance for the period starting on the last day for submission of Tender Response and ending twelve (12) months later.

### **10.2 Transfer of Undertakings (Protection of Employment) Regulations**

- 10.2.1 The attention of Bidders is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (TUPE). TUPE may or may not apply in respect of each procurement Lot. In addition, there may or may not be any employees in scope to transfer under TUPE with New Fair Deal pension protection. The Authority is unable to give any warranties or representations in this regard. Where New Fair Deal or other pension protection applies Bidders will be required to provide appropriate pension protection for such employees (if any).
- 10.2.2 Bidders will be expected to undertake due diligence and obtain their own independent legal advice on the applicability of TUPE to each procurement Lot(s).
- 10.2.3 The existing incumbent Suppliers have provided staffing information, which Bidders will be able to access via the Bravo Solutions Portal. The Authority makes no representations or warranties as to the accuracy of this information. Prior to the release of such information (TUPE Information – *Appendix 9* to this ITT), Bidders must sign the Authority's Non-disclosure agreement form (*Appendix 8* to this ITT). The Authority anticipates that the staffing information will be released on 27 February 2018.
- 10.2.4 The Authority is currently reviewing the information received from the existing incumbent Suppliers regarding the Teachers' Pension Scheme. Once reviewed, the wording in Schedule C2 in respect of the Teachers' Pension Scheme may be amended. The Authority anticipates that an updated version of Schedule C2 will be issued on 27 February 2018.

### **10.3 Sharing information with Government**

- 10.3.1 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.

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

10.3.3 Bidders taking part in this competition consent to the Authority disclosing the Bidder's information/documentation (submitted to the Authority during this ITT) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

#### 10.4 **English Language**

10.4.1 English shall be the official language for all means of communication between Bidders and the Authority on all matters relating to this ITT.

#### 10.5 **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

10.5.1 All Bidders must, as part of this procurement process, identify to the Authority information which it submits, whether on its own behalf or, in the case of a Consortium, on behalf of others, which it regards as being potentially exempt from disclosure by the Authority under the FOIA or EIR. Such identification may be either specific or by class. The Bidder must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Bidder should also indicate whether it considers that the potential exemption from disclosure applies within its Tender Responses.

10.5.2 Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle the Authority will seek to prevent, or restrict the scope of confidentiality obligations sought to be imposed upon it other than in accordance with the regulations. As such the Authority reserves the right not to accept, in whole or in part, receipt of any information marked as confidential or sensitive or to require further explanation of the reasons why the Bidder considers confidentiality obligations to be appropriate in a particular case.

10.5.3 Where a Bidder has indicated that information should be exempted from disclosure, the Authority may disclose this information following its own consideration of the situation. The Authority may, at its absolute discretion, consult with the Bidder before making a decision on a request for information. The interpretation of the Authority in relation to any such exemption shall be final.

#### 10.6 **Conflicts of Interest and Corruption**

10.6.1 Bidders are responsible for ensuring that there are no conflicts of interest between them, their advisers, the members of their Consortium and their sub-contractors on the one hand, and the Authority and their advisers on the other. A Bidder must notify the Authority of any conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

10.6.2 The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and any criminal liability which such conduct may attract) any organisation who, in connection with this ITT:

- (a) offers any inducement, fee or reward to any employee of the Authority or a Trust or any person acting as an adviser for the Authority in connection with this ITT;
- (b) does anything which would constitute a relevant breach of the Bribery Act 2010;
- (c) canvasses any employee of the Authority in connection with this ITT; or
- (d) contacts any employee of the Authority prior to contract signature about any aspect of this ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the procurement and/or the possibility of their future employment or engagement by the Authority or any Trust).



## Annex 1 – Interpretation of Terms

All terms have the meaning given to them in Schedule J1 (Definitions) of Draft Framework Contract except where indicated below.

<b>Term or Abbreviation</b>	<b>Definition</b>
Bidder(s)	means a legal entity invited to respond to this ITT;
Bravo Solution Portal	means the electronic procurement portal for this tender process;
Compliance Checks	means checking all Tender responses (paragraph 3 of Part B) have been submitted in accordance with paragraph 4 to Part B to this ITT;
Consortium	means groups of legal entities that have formed an association for the purpose of transacting business;
Draft Framework Contract	means the Part C Documents: draft terms and conditions accompanying the ITT;
Evaluation Framework	means the Part B Evaluation Framework of this ITT;
Final Evaluation Score	means the total of the Total Quality Score and the Price Score;
Final Framework Contract	means the Draft Framework Contract incorporating any changes the Authority decides to make;
Framework Pricing	means the Part D Excel Sheet of this ITT;
Information Document	means this Part A, Information Document of this ITT;
ITT	means these Invitation to Tender Documents comprising Parts A, B, C and D;
Lot Specific Quality	means questions in paragraph 7 to Part B of this ITT;
PEF	means the Prison Education Framework to be established pursuant to this ITT;
Price Score	means the available score of 20;
Prison Education Dynamic Purchasing System	means the meaning given to Prison Education DPS in Schedule J1 (Definitions) of the Draft Framework Contract;
Selection and Evaluation Framework	means Part B Selection & Evaluation Framework of this ITT;
Supporting Information	means the information accompanying this ITT;
Tender Response	means a Bidder's Service Solution provided in response to these ITT;
Tender Clarification Period	means the period from 7 February 2018 to 12 March 2018;
Total Quality Score	means the available evaluation score at 80 points (a combination of Universal + Lot Specific Quality scores);
Universal Quality Questions	means questions in paragraph 6 to Part B of this ITT;

## Annex 2 – Supporting Information

The documents listed below have been developed to provide additional information for Bidders and are available within Bravo Solutions Portal.

Reference Document (in addition to Schedules)	Version	Action required by Bidder
Appendix 1. Organisation Checks	1.0	For Bidder completion and inclusion within Tender Response
Appendix 2. Selection Questions: Technical & Finance	1.0	For Bidder completion and inclusion within Tender Response
Appendix 3. Dame Sally Coates, “Unlocking Potential: a review of education in prison”	1.0	Information only
Appendix 4. Government White paper, “ <i>Prison Safety and Reform</i> ”.	1.0	Information only
Appendix 5. MOJ <i>10 Year Strategy - Presentation</i>	1.0	Information only
Appendix 6. List of Common Awarding Organisations (CAO) and Prices	1.0	Information only
Appendix 7. List of Asset register(s)	1.0	Information only
Appendix 8. Non-Disclosure Agreement (NDA)	1.0	For Bidder completion by 10 am 26 February 2018
Appendix 9. TUPE information	1.0	Information only
Appendix 10. Form of Tender	1.0	For Bidder completion and inclusion within Tender Response
Appendix 11. Intention to Tender Confirmation	1.0	For Bidder completion by 10 am 26 February 2018
Appendix 12. Response Check list		Information only
Appendix 13. N/A		
Appendix 14. Commissioning data	1.0	Information only
Appendix 15. Prison Activity data	1.0	Information only
Appendix 16. PEF Lots	1.0	Information only
Appendix 17. Authority TOM	1.0	Information only
Appendix 18. PEF Contract structure	1.0	Information only