

## Framework for the Provision of Employment Related Support Services

### Question and Answer Brief: Final Issue, amended 21/9/2010

1.	Part 3 Agreement to the Framework Terms and Conditions refers to the draft Framework Agreement (including draft Call-Off terms and conditions). These were not included in the zip file. Can you confirm that the Terms and Conditions PDF and the Schedule 4 PDF published at the bottom of web page <a href="http://www.dwp.gov.uk/supplying-dwp/what-we-buy/welfare-to-work-services/framework-for-the-provision/">http://www.dwp.gov.uk/supplying-dwp/what-we-buy/welfare-to-work-services/framework-for-the-provision/</a> are the correct documents. Could you also confirm what mechanism will be used to inform bidders of any changes to these draft documents?	Yes, these are the correct documents. Any changes to these documents will be shared with tendering organisations by email and will also be published on the DWP website.
2.	Could you please let us know if / when DWP are planning any bidder / delivery partner engagement events for the Framework procurement exercise?	Given the high level of interest in the competition, we are currently considering the options for effective engagement with the market. We will keep all bidding organisations up to date with developments.
3.	When I attempt to open the Subcontractor Questionnaire on page 4 of the Security Plan & Guidance for Completion, it opens a blank spreadsheet. Is this intentional, has the wrong sheet been embedded, or is this a technical glitch at our end?	This appears to be a problem with your system and not the document. It is unlikely that bidders will be able to complete this section as it relates to subcontractors that could potentially be different for each call-off. If you do wish to complete your subcontractor details at the Framework stage, the Security guidance is now available on the DWP Framework web page.

4.	Regarding question 14.1, please could you clarify what exactly you mean by 'top 10% of current contracts by value'? Does this mean that organisations only should include 10% of their financially large contracts, e.g. if you had 10 contracts you would include 1 contract (the contract with the highest financial value)?	If you rank all current contracts by value then the top 10% of those i.e. the 10% with the highest value. Up to a maximum of 10 in total.
5.	Regarding annex 1, could you please clarify what you mean by current contract year: do you mean April 2010-March 2011, as this would generate 5 months data, or do you mean over the last calendar year, e.g. August 2009 to August 2010?	Both these examples would be classed as current. If the contract year has already ended e.g. January 2009 to January 2010 we would not consider this to be current.
6.	We are planning you bid as both Prime Contractor and as a lead in a Consortium. Do we need to submit separate tenders for the Prime Contractor bid and for the consortium bid?	Yes.
7.	Our organisation has now been established as a legally incorporated company in the UK delivering DWP provision since the Summer of 2009, but the company itself is jointly owned by two separate parent companies. As such, would DWP class us as an SPV for the purposes of our Framework submission?	The company would not be classed as an SPV for the Framework.
8.	For Question 11.2 would it be permissible to reference more than one example?	More than one example is fine.

9.	<p>For Part 15, please can DWP give a clearer indication as to how it might categorise “delivery challenges”? For example, is it your expectation that responses will focus on delivery challenges specific to implementation or transition of a call-off contract, as opposed to delivery challenges arising across the lifetime of a call-off contract?</p>	<p>These challenges should relate to actual delivery of Employment Related Support Services across a Framework Lot not implementation or transition. These areas are covered in Part 12.</p>
10.	<p>The first spreadsheet embedded in the Security document will not open, please can you advise?</p> <p>Please can you confirm that the Security Plan is the same plan that was issued as part of FND phase 2 ItT? If so can we embed our existing plan as this is what we are working with? Or do you require the contents to be copied into the Security Plan that you have embedded as part of this ItT.</p>	<p>The Security plan is very similar but not identical. Most of the changes are around clarifications on what is required. It is acceptable for you to base your plan on the FND phase 2 submission provided you are using the same systems. It should however reflect any differences in process you intend to use for the Framework.</p>
11.	<p>Aside from the specific documents requested as enclosures to the Data Request Template, is it permissible to include additional enclosures, such as correspondence from financial institutions that help further evidence the financial capabilities of bidders?</p>	<p>Yes, any evidence which can offer assurance from a financial perspective to the DWP would be taken into consideration.</p>
12.	<p>On the SPV worksheet of the Data Request Template DWP refers to the term “turnover threshold”. Please can you define what you mean by this term? The footnote refers to a reckonable contribution figure that “considers the resources that each organisation is going to employ in the SPV”. Please could DWP additionally elaborate upon its expectation in this regard?</p>	<p>The DWP appreciates the reckonable turnover figure may not be a true reflection of the amount of turnover which should be taken into consideration when assessing a bidder's turnover threshold. For example a company may have a turnover of £10m with a 25% stake in a SPV, reckonable turnover would be £2.5m, but the bidder maybe committing all its resources to the SPV and its contribution to the turnover threshold should be £10m.</p>
13.	<p>Re Guidance on completing Data Request Template Lots Tab Infrastructure Can you please advise as to where companies should indicate their current established infrastructure?</p>	<p>Please ignore the request regarding current established infrastructure</p>

14.	<p>If we register a lead organisation on the portal by Friday - and then changes occur, in terms of who the lead organisation is, during the process of developing the tender docs etc by the end of September - would we be able to alter the name of the lead organisation?</p>	<p>Changes can be made to the lead organisation prior to the Closing Date for Tenders. However, the new lead must be part of the original consortia that submitted the EOI and the organisation that was the original lead would still need to be part of the consortia. We would ask that you inform us through the e-mail address of any changes to the lead organisation. In terms of Bravo you could keep the same registration and the new lead organisation could submit the tender under this registration. Alternatively, you can register new details after the Friday deadline and we would ask that you inform us of the registration details that would then be redundant and the new one that replaces it. Be aware though that we will not extend the Closing Date for Tenders to accommodate such changes and we will not accept multiple bids from the same consortia.</p>
15.	<p>In the event of a change in the make-up of our consortia beyond this Friday's deadline for Lot preference submittal and registration on the portal, how should we reflect any subsequent changes formally within the confines of the ITT process?</p>	<p>Changes can be made to the consortia prior to the Closing Date for Tenders. At this stage we only need to be informed if the lead organisation of a consortia changes. In that instance, the new lead must be part of the original consortia that submitted the EOI and the organisation that was the original lead would still need to be part of the consortia. We would ask that you inform us through the e-mail address of any changes to the lead organisation. In terms of Bravo you could keep the same registration and the new lead organisation could submit the tender under this registration. Once a Tender has been submitted by an organisation, no changes can be made to that Tender. Be aware though that we will not extend the Closing Date for Tenders to accommodate such changes and we will not accept multiple bids from the same consortia.</p>

16.	<p>With reference to the Framework Invitation to Tender form, please can you advise whether our organisation is required to complete this?</p> <p>We do not intend to submit an application to be a lead partner, but is likely to be a consortium member.</p>	<p>If you are not intending to be a Prime Contractor or the lead in a consortium, you do not need to register with Bravo or submit a tender. Not all the members of a consortium are required to register with Bravo, which is the tool needed to submit a tender; it is the lead organisation that should register and submit any tender. To clarify, whilst it will not be a requirement to have a legally constituted entity at submission of a tender, you do need to be able to fully identify your partners for the Consortium/SPV before DWP can accept an ITT response. Therefore, if you are not already part of a consortium or won't be by the deadline of 27 September 2010, you should not submit a tender. Neither should you submit a tender if you are intending to be a subcontractor.</p>
17.	<p>Please also note that within the zipped ERSS framework files, we did not receive the Outline Provider Security Plan Excel spreadsheet. The Copy of Data Request template was sent in both a Word and Excel file - please can you confirm which one you would like returned?</p>	<p>The spreadsheet is embedded within the Security Plan Guidance. The data request template is in Excel the Guidance in Word; just complete the template in Excel. Please read the covering letter followed by all instructions and guidance.</p>
18.	<p>I have completed the registration on the e-portal on behalf of our organisation however the project manager is away on compassionate leave and may not access the email with the secure password before tomorrow' s deadline.</p> <p>I have the completed Lot preference form, would it be possible for me to receive the unique password on her behalf to complete the process and meet the deadline?</p>	<p>At this stage, the project manager has done everything that is necessary to register your organisation on the Bravo website. However, if she has not sent the Lot preference form, this should then be e-mailed to us.</p> <p>If it is expected that the project manager will be back before the tender submission date and people have access to her mailbox then no further action is required by you. DWP will invite your organisation to register their bid next week.</p> <p>If the project manager is not expected back until after the submission date, your organisation will have to re-register on Bravo with alternative contact details.</p>
19.	<p>We have received a letter from DWP re the above with information regarding bravo registration and tendering attachments.</p> <p>Could you advise whether we need to complete all these documents as a potential sub-contractor? As we are not clear on the type of tendering which will emerge from DWP, we are undecided at this stage whether we are likely to bid for prime contractor status.</p>	<p>If you are not intending to be a Prime Contractor or the lead in a consortium, you do not need to register with Bravo or submit a tender. To clarify, you should not submit a tender if you are intending to be a subcontractor.</p>

20.	Can you please confirm if you can apply to be a prime contractor but only covering a "sub region"? We would wish to cover Cheshire and Warrington as a prime, but I would like clarification if this is possible or if the prime contractor would be required to cover the entire Northwest "region".	To clarify, the Framework will only include organisations/consortia that have the financial and organisational capacity to be a Prime Contractor across the whole of at least one of the eleven Framework Lots, not just part of it.
21.	Please can you clarify the following question for us: Financial Data: are we required to submit additional supporting evidence of our financial working capital, i.e. Bank references, etc?	Bidders are required to state how they would finance their working capital requirements . The DWP would seek assurance at the preferred bidder stage of the framework procurement that the bidder had sufficient access to working capital.
22.	Am I right in thinking that the minimum annual income of all organisations in a consortium together, must be £20 million, rather than £20 million per organisation ?Am I right in thinking that if an organisation wants to be part of a consortium (as opposed to a sub contractor), it must get on the Framework, regardless of whether it is a small or large organisation ?	In answer to you first question, the turnover of a consortium is calculated as the sum of the reckonable turnovers of each organisation. The reckonable turnover of each organisation is their annual turnover multiplied by their percentage stakeholding in the consortium e.g. organisation A's turnover is £10,000,000 and has a percentage stake-holding of 25% giving a reckonable turnover of £2,500,000. The £20m turnover figure is intended to give organisations a steer regarding the size of organisation we believe is required to manage within a more challenging, outcome-funded commercial arrangement than we have hitherto employed. In responding to the ItT, all bidders will have a further opportunity to demonstrate that alongside the turnover requirement they have sufficient wherewithal to deliver the anticipated minimum size of contract. In response to your second query, whilst it will not be a requirement to have a legally constituted entity at submission of an ITT, you do need to be able to fully identify your partners for the Consortium/SPV before DWP can accept a tender. Therefore, if you are not already part of a consortium or won't be by the deadline of 27 September 2010, you should not submit a tender. Neither should you submit a tender if you are intending to be a subcontractor.
23.	Having read the documentation in respect of the above we are seeking clarity around DWP's proposed financial evaluation of tenders. In Annex 4 (Financial Evaluation Criteria) Clause 1.1.3 states: DWP have determined that the value of business awarded to a single organisation should not normally exceed 50 per cent (%) of it existing annual turnover	Paragraph Annex 4 paragraph 1.3.3 should read, "The DWP currently anticipate the minimum value of Work Programme contracts to be £10m per annum. This means that we would not expect to place organisations on the ERSS Framework whose current turnover is less than £20 million per annum unless such organisations can provide during the competition robust evidence

	<p>If this policy is adhered to then the Consortium lead that we are considering bidding with would see the scope of work it could be awarded by DWP radically reduced, as today it holds a combination of contracts (including fND1) from DWP that effectively constitute close to 100% (one hundred percent) of its UK turnover.</p> <p>Where DWP to adhere to this statement a company that has a successful track record of delivering Work Programme services of circa £100 million per annum under existing contracts would only be allowed to bid/deliver £50 million per annum of services, assuming of course it was successful Is this DWP's intention? We look forward to clarification on this critical question.</p>	<p>of their ability to manage within these anticipated financial constraints. This will be applied to all organisations bidding for a contract under the framework agreement. Organisational / group / SPV structures will be taken into account when calculating this minimum turnover, where appropriate. "</p>
24.	<p>Related to the above, is it acceptable to DWP for us to reference and draw upon evidence of the experience of our parent companies in answering the Framework questions, even though we are proposing to tender as a subsidiary entity?</p>	<p>No. Unless you can demonstrate how the experience within the parent company will be transferred into the subsidiary company and/or parent company experience will be used directly in delivery under the framework.</p>
25.	<p>Annex 1 of the Data Request Template asks bidders to provide details of the revenue earned directly from all DWP contracts as a Prime Provider in the last two years of your organisation and what is projected / forecast in the current year based on contracts currently held. The response table, however, provides columns for 2011/12, 2012/13, 2013/14, and 2014/15. Please could you therefore clarify exactly what information is required?</p>	<p>Bidders are not required to complete the columns in fields annex 1, 2011/12, 2012/13, 2013/14, and 2014/15.</p>
26.	<p>Will you be publishing a list of organisations short-listed from the EOI?</p>	<p>We are planning to publish the details of the organisations/consortia who are invited to tender and following the competition, we will also publish details of those organisations/consortia that are admitted onto the Framework.</p>
27.	<p>Under Annex 4, Financial Evaluation Criteria for the Framework Agreement, we would appreciate confirmation on: Table 3 Turnover Growth Methodology: should the score for &gt;£20m be Green, and for &lt;£20m be Red i.e. the reverse of the scoring mechanism shown?</p>	<p>The scoring and weighting mechanism for Minimum Turnover (section 1.3 refers) is;</p> <p>&lt;£20m = Red &gt;£20m = Green</p>

28.	Table 4 Financial Stability Debt Ratio: could you please clarify the components of the Debt Ratio calculation e.g. is this (current liabilities + non-current liabilities + trade creditors)/equity, or just non-current liabilities/equity? Does equity include all Capital and Reserves i.e. shareholder funds?	The debt ratio calculation is Total Assets/Total Debt
29.	Please could you confirm that you require a financial forecast for the current financial year 10/11 if the company's accounts for 09/10 cover the March 2009-April 2010 period?	In this case we would require the financial forecast for 10/11 with the 09/10 & 08/09 the most recent actual accounts.
30.	Our financial year runs from July to June. We have completed accounts for 2007/08 and 2008/09, with draft accounts for 2009/10 currently in preparation. I just want to check exactly what financial returns you would like to receive. We will clearly provide each of the three submissions relating to the above, but are you also requiring a current year forecast for 2010/11, i.e. a total of four submissions?	We would like the accounts for 2008/09 & 2009/10 and the forecast for 2010/11.
31.	I am unable to locate the Financial Data Request Template that's referenced in the Instructions for Bidders document. I have the evaluation criteria for the Financial Data, but not the other document. Is the Guidance on completing Data Request Template the same as the Financial Data Request Template?	The Financial Data Request template is located in the ITT pack that was issued on the 23 August. It is an excel document named Data Request Template v2.3
32.	If you score poorly in section 14.1 does it automatically reduce your potential scores in sections 14.2 and 14.3?	No
33.	Can you quantify in 15.2 what successfully delivered means? Does this mean completed contracts or can we use contracts that are in due to finish next summer?	We expect bidders to define their success and support this with evidence. Current contracts are acceptable.

34.	Are sections 11.2 and 11.4 scored separately from 11.1 and 11.4? For example, if you meet requirements on 11.1 would that make it easier to use the same process in 11.2 or are these separate scoring questions.	All questions are scored independently.
35.	Does part 12.1 cover the process from call-off from the framework or from the point of contract award (or both)? i.e a call-off when you create a mini-competition on the framework or once a provider has won it and moved to contract award?	Your response could refer to both. We are interested in how your organisation will set-up and mobilise to meet the requirements of contracts let under the Framework (call-offs).
36.	In 14.1 (annex 1) what do you want for conversion rates. Many contracts have multiple targets (in-year or full contract). For a few of our newest contracts, we do not have a full performance year (FND) can we use results to date.	Results to date are acceptable . Where there are multiple targets please provide an average.
37.	11.4 question says provide examples but in the evaluation criteria (provided within the specification) the evidence states single example. Which do you require?	We expect that one good example would be more appropriate given the page allocation but more than one example is acceptable.
38.	The description at the beginning of part 15 states that we should complete one for each lot but 15.2 and 15.4 do have space. Do you want an example per lot for these?	Examples per lot for 15.1 and 15.3 only.
39.	The sections within part 10 are a pass/fail however as only part of the question is based on yes/no how will the other information be scored?	Meets/does not meet the requirements. A response that does not meet the requirements will result in elimination from the competition.
40.	Part 14.1: Can you please clarify whether multiple identical contracts should be listed as one entry in Annex 1 i.e. if we have more than one FND contract should we individually list each one or group them together under one entry. If grouped, to overcome the problem of individual contracts having varying performance offers, should we complete the	One entry for one contract, please.

	contract and actual performance offer for just one contract performance. If individual listed we will not be able to demonstrate the breadth of service we deliver.	
41.	Part 14.1 In Annex 1, should “the period to which performance relates” always be the last contractual year or can it also be the entire contract’s performance to date.	Last contractual year, or year to date
42.	Supplementary Delivery Partner Information – Annex A: The commentary in Annex A identifies that ‘not all IB/SDA customers will be migrated...’ There does not appear to be any supporting commentary for the ‘JSA New Claims’ information. Could you advise on anticipated stage four entrants from new claims, perhaps based on current national average information? This would be helpful to provide further insight into the broad picture of customer groups and proportions per region.	Stage 4 is the term used to describe entrants on contracted FND1 provision, based on FND1-specific eligibility criteria (mainly JSA claim duration). The criteria for eligibility to the Work Programme is likely to be different from FND1 therefore stage 4 estimates are not appropriate. Labour market information, including JSA claims by duration is available on the NOMIS website. Further detail on customer groups will be available in the ITT for the Work Programme call off contracts.
43.	In Part 7 how will you evaluate part 7.2 as this a pass/fail question, if you have passed part 7.1 will this have a stronger weighting than the answer to part 7.2?	Scored based on whether the response meets or does not meet the requirements. All questions are scored independently.
44.	We note in the Instructions to Bidders that the Framework Tender Form must not be altered nor should bidders “alter any pre-set margins, instructions regarding page number requirements, or space allocation by reducing pre-set single line spacing.” We note, however, that the narrative boxes in the Tender Form do not automatically create a return at the end of a conventional page line, rather that the box itself continues to expand beyond the physical margins of the page itself. We also note that the pre-set line spacing is different for some questions. For example, the example, the pre-set line spacing for Question 7.2 is set at 12 pt with a further 6 pt spacing after each line. By comparison, Question 10.2 is pre-set at single spacing, but has an additional 2 pt spacing factor both before and after each line. There are further similar variations within the form and, as far as we can ascertain, none of the narrative questions in	The table will only expand if the same character is input across the entire line. If you type normally the form does create a return automatically. The form available now on BravoSolution has set single-line spacing.

	<p>the Tender Form are set at single line spacing as suggested in the Instructions to Bidders. For clarity, therefore, can you confirm that single line spacing, with a 0 pt spacing factor before and after each line is acceptable? Please can you also advise how bidders should address the non-return problem with the tender boxes, to ensure that their bids are not misconstrued as non-compliant?</p>	
45.	<p>Please can we have a little more clarity with regard to your expectation for Question 12.3 (Describe your approach to effectively responding to minor and major changes to service delivery requirements during the duration of the Framework). For example, when DWP refers to “changes in service delivery requirements” is it referring to contractual variations that it may potentially seek to invoke, or does this refer more generally to changes in labour market conditions that may affect the delivery of DWP provision? It would be helpful, if possible, for DWP to also give an example of what it considers might be a “minor” and “major” change to requirements respectively, in order that bidders can ensure that they are applying a comparable definition of these terms to the that of DWP in the response that they provide.</p>	<p>Both examples suggested would be acceptable. During the Framework term bidders may be expected to deliver multiple contracts within a changing labour market. The question seeks to establish how your organisation would respond to this. We do not have a clear definition of major and minor but bidders should quantify the examples given.</p>
46.	<p>Please can you provide further clarity on the evaluation model set out in Annex 3 of the “Specification of the Commercial Requirement”. For example, the Annex states that the response to Part 12 (Implementation) will constitute 20% of the overall score for the ITT response. It is not clear, however, how the response each constituent question within Part 12 (12.1, 12.2, 12.3 and 12.4) will contribute to this score. Does each question carry equal significance (i.e. each contributes 5%), or do some questions carry a greater weighting than others? The same applies across Parts 11 to Part 15. We would welcome additional clarity</p>	<p>Each has equal weighting. This is stated within Annex 3.</p>
47.	<p>Section 5.2.4 of the Specification states: Under Fair Deal a new employer must provide a pension scheme certified by Government Actuary’s Department as “broadly comparable” to the relevant scheme for their future service and a bulk transfer agreement to allow them, if they wish, to maintain the link between their future earnings growth and their past service pension benefits. The transferring employer will provide a bulk transfer agreement with the relevant actuarial assumptions specified. It will be a condition of the Framework Agreement that the successful supplier will comply with these requirements, and will ensure their subcontractors comply.</p>	<p>Where these are required, providers and their relevant subcontractors/partners must have GAD certification and bulk transfer agreements in place before Work Programme contracts can be awarded.</p> <p>In the framework ITT response, bidders must confirm that they will fully comply (and ensure that their subcontractors comply) with the requirements of the Cabinet office "A Fair Deal for Staff Pensions" and provide details of their proposals for meeting these requirements. Evidence that this is being progressed may include,</p>

	<p>5.2.12 goes on to state that in respect of ' it is mandatory that suppliers start these negotiations'.</p> <p>Could DWP clarify the timescale for which providers must have GAD certification and bulk transfer agreements in place? If this is not required to be in place prior to the ITT submission date could DWP advise of what evidence would be required to demonstrate that this will be in place prior to the Commencement Date?</p>	<p>but is not restricted to, a record of contacts with GAD, engagement of actuarial support, a realistic and detailed timetable for meeting the "Fair Deal" requirements, details of how subcontractor progress will be monitored and advanced.</p>
48.	<p>Can you please provide an indication of where the terms and conditions have varied from the terms and conditions under the Flexible New Deal Phase 1 contract? Either providing a highlights of the changes, or a separate summary document would be useful.</p>	<p>The Terms and Conditions for the Flexible New Deal contract are for an individual welfare to work programme. The Framework is an umbrella agreement setting out the terms and conditions for subsequent call-offs, but which places no obligations, in itself, on the contracting authority to purchase any services. The Framework is therefore not a contract; contracts are only formed when services are called off under the Framework. There are therefore two sets of Terms and Conditions, one for the Framework and one for call offs, both of which have been developed in line with OGC guidelines. As this is a different method of letting contracts it is not possible to directly compare the two.</p>
49.	<p>Can you please confirm when the Framework ItT will be available on our Bravo e-tendering portal?</p>	<p>For all organisations that informed us they had registered with Bravo, the ItT was available from the 1 September.</p>
50.	<p>In 15.1, are you asking for general delivery and performance challenges, or just those that are specific to each region we are bidding for?</p>	<p>Both but in the context of each lot.</p>
51.	<p>The Security Plan and Guidance for Completion asks for a solution overview. However, our solution is not yet developed. We could describe our current solution, but not the one that we want to implement for the Work Programme. Please could you provide guidance on how we answer this question?</p>	<p>Please provide as much information as you can about your proposed solution. We realise this may be aspirational and will be subject to change during development.</p>

52.	The Security Plan asks how we will comply with the requirements. At this stage we can only go into detail on how we will meet some of the requirements. Is it sufficient to make a blanket response that says we will be compliant, or should we provide a partial response on how we will comply for some of the requirements?	Please provide as much detail as you can. A partial response is preferable to a blanket statement of compliance. We realise at this stage these may only be proposals and the information will be subject to change during development.
53.	On question 11.2, 13.2 and 15.2 can we use more than one contract example?	Yes, but be aware of the page limit in relation to the quality and depth of the example(s) given.
54.	With regards to Question 12.3, can DWP confirm that i) they are referring to contract (minor and major) variations made by the funder to specific contracts; and ii) not suppliers' business continuity and contingency planning with regards to disruptions to service.	We are not looking for business continuity arrangements here.
55.	We became a Momenta Accredited Supplier in August 2009 and have an accreditation number. However, our accreditation has just expired and we are currently in the process of renewing it. This being the case, how would you like us to answer question 5.1? We would of course be willing to answer yes to being willing to be assessed by the DWP Accreditation Service.	If the renewal is complete and you have a registration number then answer that you are registered and include the number. If not then answer that you are willing to. Either response will meet our requirements.
56.	The above mentioned partnership currently has a combined turnover in the region of £16m and I assume that this will not bar us from the competition providing we can demonstrate that we can meet the requirements set by the DWP?	Ideally the DWP would look for a bidder to have an annual turnover of £20m, but if a bidder can provide additional evidence to sufficiently assure the DWP they have the capacity to become a member of the framework, the bid will proceed.
57.	Are we allowed to enter the competition in another guise as a sub-contractor to another prime as well as leading the above mentioned partnership?	Yes

58.	Can you confirm in section 1.2 of the Security Plan document where you require an Asset Inventory that you are looking for any existing subcontractors who have access to PRaP and not any future supply chain providers of the call-off contracts?	If you know the supply chain providers/subcontractors you will be using in any future call off contractors please include the details otherwise indicate they are not known at this stage.
59.	In your email dated 24.08.2010 which provided ItT correspondence and documents bidders were issued a Data Request Template and instructions to complete as part of the tendering exercise. However versions of these documents are not on the Bravo site to be downloaded and completed. Furthermore there is no checking mechanism or upload facility for this data within the technical response as there is in place for the ItT documents and Security Plan. Can you advise as to whether we should use the emailed version received 24.08.2010 and where providers are to upload this data as part of a Bravo response?	Please refer to paragraph 3.7 of the Instructions to Bidders for information on how to submit the Data Request template
60.	When responding to the ITT questions on behalf of a consortium, is it permissible to draw on examples/good practices from consortium members and not just those from the lead partner?	Yes, we would expect to see examples from various members of consortia that demonstrate breadth and depth of experience. Please reference where the example comes from.
61.	Can another consortium member assume the lead role for specific contracts let under the Framework if it is felt that it would be more appropriate because of, for example, specific experience and/or knowledge about an area of activity.	All contracts that are called off the Framework will be made with the organisation admitted to the Framework. How services are delivered by the consortium is a decision for the consortium.
62.	Can you clarify what suppliers must do in order to support the SoS meet their obligations on equality and discrimination.	Section 4.9 of the Framework ITT provides some detail on a suppliers requirement in meeting the SoS obligations. However, there is further legislation that sets out a suppliers duty that fall specifically to public bodies and therefore, to organisations that are contracted to deliver services on their behalf. Currently these duties are covered by: The Race Relations Act 1976 (amended 2000 and 2003) The Disability Discrimination Act 1995 (amended 2005) The Equality Act 2006 From October the duties required of public bodies will be expressed in a single piece of legislation, the Equality Act 2010.

		<p>This legislation must be adhered to in order to eliminate unlawful discrimination and to promote equality.</p> <p>Abiding by the legislation ensures suppliers who will be delivering on DWP's behalf understand that they assume our accountabilities for complying with equality law, eg when dealing with customers.</p>
63.	<p>In relation to the ITT Framework opportunity, can you please answer the following question. If we did not gain a position on this framework, would we be precluded from future tendering opportunities, eg. job centre plus, ESF.</p>	<p>The Framework Agreement is the intended commercial vehicle for sourcing all DWP Employment Related Support Services. Therefore, we expect that only organisations admitted to the Framework will be able to tender for these contracts.</p>
64.	<p>An additional Query regarding the data request template: The document and guidance calls for attachments/evidence etc asking bidders to ensure we have provided all the relevant documentation. How are bidders to return the additional attachments and information e.g. embedded documents; within a new tab etc?</p>	<p>Bidders should return relevant information in the way they deem the most appropriate.</p>
65.	<p>I have down loaded the new versions of the ITT form and security guidance documents as per your earlier e-mail this morning. I cannot open the embedded 'Outline provider security plan spreadsheet'. The system tells me I need Excel. We use Office(ie Excel) 27. What version do I need? BTW The embedded word document is fine.</p>	<p>It was completed on Office XP (Excel 2002 SP3). This and subsequent versions should open it. This should therefore be compatible with Office 2007, which I assume is the version you are using. When you have completed it please do not save it as a 2007 (XLSX) file as this can cause problems.</p>
66.	<p>I cannot access the embedded subcontractor template excel document in the Security plan document that is part of this framework submission. Can you send me it as a standalone document please?</p>	<p>We are aware some people are having problems with this. It seems to effect a limited number of PC's and has proved difficult to replicate. A further version has been uploaded onto Bravo Solutions this week which everyone should now be able to access.</p>
67.	<p>Please confirm if the Financial Data Request Template is the only documentation that is required to be submitted on a CD with a paper copy provided.</p>	<p>This is correct.</p>

68.	Is the Financial Assessment performed by looking at the data provided in the Financial Data Request Template only, or will other sections of the ItT also contribute to this evaluation?	The financial assessment is based on the data supplied in the Financial Data Request Template.
69.	There is a problem with the ITT form. In some parts of the form you cannot move across to the second page for example 12.1. I have ticked the table properties to allow row to break across pages but this does not seem to make any difference. What should I do?	They are separate tables on each page. When the first is completed start on the second.
70.	You have asked for evidence that we can fund working capital requirements between £0 and £50m based on anticipated contract values of between £10m and £50m annually. How has this working capital been calculated?	Previous employment programmes have required providers to consider carefully how they will fund the requirements of an outcome focussed contracting approach. For example, under FND1 suppliers were required to fund up to £4m of working capital during the first contract year (based on contracts ranging from £20-60m pa). Under the Work Programme, typical contracts may require more significant working capital to be available, and for a longer period before break-even is achieved. Bidders are asked to consider this requirement carefully prior to submitting tenders. The DWP will also seek assurance as part of the ItT evaluation stage as to the funding routes bidders have identified to fund such requirements. Bidders need to complete the table in the data request template contained in the ItT pack, relating to working capital to offer assurance to the DWP, that they have potentially the necessary working capital instruments in place. At the framework award stage the DWP will require full written evidence of this.
71.	In relation to the potential working capital requirements does the Department have a favoured or preferred list of financing options/sources of finance?	The department does not have a favoured or preferred list of financing options/sources, but the department will look at the strength of evidence to support the individual funding streams proposed by bidders to proceed, both for short and long term financing. The department will seek assurance that a bidder has access to potential financial instruments at the financial stage and that these are in place as appropriate, or framework award stage.

72.	Can you please provide some clarification in relation to 'Maximum Duration' in relation to the Working Capital section.	Maximum duration is the length of time each financial instrument is available for.
73.	When will we receive detailed information about who might TUPE transfer to us.	It is not expected that there are likely to be any TUPE transfers in respect of the Framework but there is the potential for TUPE transfers when the Work Programme contracts are let as outlined in the Requirement. In preparation for that, DWP will shortly be writing out to current providers of programmes which may form part of the Work Programme in order to collect anonymised data on staff employed in this area of work. Providers will be required to provide this information in good time for it to be issued alongside the Work Programme Invitation to Tender later this year. The information will enable providers to submit a more informed bid.
74.	How is the table in question 14.1 (annex 1) scored? (i.e. what details would constitute a score of 0 and what would constitute a score of 3?)	Given that this information is required to score Q14.2 your response to Q14.1 will be assessed in terms of the overall level and clarity of the detail you provide.
75.	The details read as if, for occupational health services purposes, that we would need to hold £4million aside. Could you clarify the value of the occupational health service provision ?	<p>A formal decision regarding the inclusion of Medical Services, Administrative Support Services etc within the ERSS Framework is still awaited. Bidders will be advised of the outcome as soon as possible.</p> <p>In the meantime, you can progress your BravoSolution Registration to ensure that you are able to access the tender documentation should you wish to proceed. Please note that this should not be seen in any way as an indication of the potential outcome of that pending notification.</p>
76.	Please could you clarify what evidence Framework Bidders need to submit to give DWP assurance that appropriate working capital requirements are in place for the Work Programme, e.g. letters of support from financial institutions.	The department does not have a favoured or preferred list of financing options/sources, but the department will look at the strength of evidence to support the individual funding streams proposed by bidders to proceed, both for short and long term financing.

77.	<p>It is our understanding that the ItT is specifically for the purposes of contracting to the Framework, that mini procurements will be arranged for specific service requirements, for example the Work Programme.</p> <p>If the above is correct, can you clarify that an organisation (Prime) can bid for the framework based on their capacity and capability to support DWP and JobCentre Plus, for example support services, administration, case management etc, how will these be evaluated, or is it the intention of the Department to procure these additional services separately should they be required.</p>	<p>A formal decision regarding the inclusion of Medical Services, Administrative Support Services etc within the ERSS Framework is still awaited. Bidders will be advised of the outcome as soon as possible.</p> <p>In the meantime, you can progress your BravoSolution Registration to ensure that you are able to access the tender documentation should you wish to proceed. Please note that this should not be seen in any way as an indication of the potential outcome of that pending notification.</p>
78.	<p>We have followed the link in the ITT letter to look at the draft terms and conditions. It is not obvious where they are and the attached document is what we have found. As a result we have the following question:-</p> <p>"Could you please confirm that the attached Standard Terms and Conditions for National Welfare to Work Contracts as referred to in the third paragraph of the ItT letter via the provided link represent the terms and conditions that the Authority is intending to use as the Framework Agreement and Call-off Terms and Conditions. The attached Standard Terms and Conditions do not seem to follow the concept of a framework agreement and a call-off contract (i.e. they are neither a framework agreement nor a call-off contract)."</p> <p>If these are not the correct draft terms and conditions could you please attach or point us at the correct versions</p>	<p>Please refer to the bottom of the Framework for the Provision of Employment Related Support Services page on the Supplying DWP website. There are two links for the Terms and Conditions and Schedule 4. The URL is</p> <p><a href="http://www.dwp.gov.uk/supplying%2Ddwp/what%2Dwe%2Dbuy/welfare%2Dto%2Dwork%2Dservices/framework%2Dfor%2Dthe%2Dprovision/">http://www.dwp.gov.uk/supplying%2Ddwp/what%2Dwe%2Dbuy/welfare%2Dto%2Dwork%2Dservices/framework%2Dfor%2Dthe%2Dprovision/</a></p>
79.	<p>This serves to confirm that we wish to express a conditional interest in the framework agreement for the provision of employment related support services. In expressing a conditional interest, and as per previous correspondence, we respectfully request clarification from the Department as to the definition and scope of "employment related services".</p> <p>For the avoidance of doubt and as previously communicated, we do not wish to position ourselves as a prospective contractor that would manage, via a supply chain of other private and voluntary sector providers in a given geography, the overall provision of work related employment services to benefit claimants assessed as being furthest away from the employment market. However, and if, it is envisaged that the scope of the framework is likely to include the Department contracting for medical assessment and working age benefit administration services,</p>	<p>A formal decision regarding the inclusion of Medical Services, Administrative Support Services etc within the ERSS Framework is still awaited. Bidders will be advised of the outcome as soon as possible.</p> <p>In the meantime, you can progress your BravoSolution Registration to ensure that you are able to access the tender documentation should you wish to proceed. Please note that this should not be seen in any way as an indication of the potential outcome of that pending notification.</p>

	then we will be interested in securing an appointment to the framework.	
80.	I've just been on the Bravo Solutions portal to see what we need to do to respond to the above tender. Please can you confirm that we only need to upload the ITT form and the Framework ITT Security Plan document. I've also received the attached document (data request template) and not sure if this has to be completed and uploaded at this stage - can you clarify?	Please refer to Instructions to Bidder para 3.5 and 3.7
81.	Can you advise when organisations invited to tender will be listed on your web page <a href="http://www.dwp.gov.uk/supplying-dwp/">http://www.dwp.gov.uk/supplying-dwp/</a> and what the timescale will be to submit bids.	We intend to share the names of organisations at the end of September. The deadline for tenders is the 27th September 2010.
82.	Annex 3, Section 2, 12.1: DWP ask for a strategy and a proposal, can you outline the differences between the two?	In terms of the evaluation DWP will not distinguish between the two terms.
83.	Data Request Template: DWP states we must indicate where we have existing infrastructure on the Lots tab, however there is no cell to put this information in, can you advise on how we present this information.	This information is not required.

84.	<p>Schedule 4: Call-Off Terms and Conditions - 1.1, page 6 states:  “Guarantee: means the deed guarantee in favour of the Contracting Body entered into by the Guarantor on or about the date of the Contract (which is substantially in the form set out in Appendix 1 (Guarantee) or such similar or analogous form acceptable to the Contracting Body from time to time) - Should Appendix 1 accompany the Framework documents?</p>	<p>A decision as to whether or not a guarantee will be sought will be taken by the Contracting Body in question at call-off stage, having regard to the specific service requirements. Documentation in this regard will be provided by the Contracting Body at such time.</p>
85.	<p>On question 15.1, please can you clarify whether you want bidders to outline the challenges that they will face as a prime contractor, i.e. how the characteristics of each region will influence the strategy for developing and maintaining of the supply chain, or the front-line delivery challenges of operating in each region? If it is the latter, that would presumably require detailed delivery solution information.</p>	<p>We do not expect bidders to have detailed delivery solutions at this stage.</p>
86.	<p>In your data request template you mention:  “More significant Working capital to be available &amp; for a longer period before break-even is achieved”  Can you give more clarity around what you mean by “significant” and would it be possible to get some indicative numbers around Size, scale and Working Capital requirements per annum/ per lot etc. Also could you give more clarity around what you mean by “Funding Vehicle” again with some examples to aid understanding.</p>	<p>Please reference question 70. Examples could be but not limited to, overdrafts, cash in the bank, revolving credit agreements etc.</p>
87.	<p>Annex 3, 'Evaluation Criteria', of the Specification of the Commercial Requirement contains tables that set out the criteria for each questions in the second column and what evidence of this would look like in the third column. Can you confirm that the description of the response criteria and the evidence that DWP is looking are correct for questions 12.1 and 12.2? It looks like they might potentially be mixed up, e.g. criteria for 12.2 mentions set-up and mobilisation to deliver complex services - the same language that is used for the desired evidence for question 12.1. Again, grateful if you could advise please.</p>	<p>12.1 refers to how you will set-up and mobilise in response to call-off contracts. 12.2 refers to past experience in this area.</p>

88.	Where a question is comprised of a number of sub-questions, eg part 12, does each sub-question contribute equally to the overall scoring for that question? For example Q12 contributes 20% of the overall score does each sub-question therefore contribute 5% of the overall score	Yes.
89.	Question 14.1 asks for a list of top 10 contracts. Where this is for a newly formed SPV do we provide top 10 contracts per member, some from each or the top 10 from our collective track record?	Top 10 from collective track record.
90.	General – several questions ask for past examples of experience and instances. For a newly formed SPV would the DWP accept responses referring to one of the SPV members?	Answers from any SPV member are acceptable. The response should represent the breadth of experience within the SPV as well as the make up of the SPV. For example, we would not expect the majority of examples to come from the minority shareholder.
91.	You ask for the ISO27001-compliant security plan template to be completed and submitted as part of the Provider's submission. For an organisation that is already certified to ISO27001, are you happy to receive copies of the ISO27001 certificate, Security Manual, Statement of Applicability and specific responses to the "Additional Guidance and Emphasis specific to PRaP" in your template in lieu of the security plan?	No we still require the security plan completing. This is ISO 27001 based but tailored for the Departments requirements. There are some additional requirements included within it for example encryption, BPSS, offshoring. Provided the ISO27001 certificate covers the solution it is one of the pieces of evidence, along with the other documents mentioned, that can be provided.
92.	Regarding the Data Request Template Tab. Account Reference Date – where the organisation is a newly formed SPV, please could you provide guidance on what should be entered here.	Please enter your accounts year end date if possible. If the SPV does not have a year end date please state why.

93.	<p>Regarding the Data Request Template Tab.  1.4 Financial Information – where the bidding organisation is a newly formed SPV with no accounts, please provide guidance on what box should be ticked in the matrix and what should be submitted.</p>	Please tick the 'other' tick box.
94.	<p>Regarding the Data Request Template Tab. Number of employees within the organisation – for a newly formed SPV, do we provide the total number of employees for SPV members as a whole</p>	Total number of employees for SPV members as a whole.
95.	<p>Regarding the Data Request Template Tab. Annex 1 – for an SPV do we include DWP contract details for all SPV members</p>	Yes
96.	<p>I would appreciate some guidance on the security, plan particularly where the organisation is a newly formed SPV – for example it may not have assets to register, etc. and policies in place. Does the DWP require the SPV to have everything in place prior to tendering?</p>	<p>We realise you may not have your solution in place at the time of tendering, please provide as much information as you can about your proposed solution. We realise this may change as the solution is developed.</p>

97.	<p>Within the Security Plan and Guidance for Completion the following guidance is provided: Where subcontractors and / or 3rd Parties are used, and they have access to PRaP Provider Information or PRaP Provider Information Systems and Services, the following details should be provided for each organisation:</p> <ul style="list-style-type: none"> <li>- Name of subcontractor / 3rd Party</li> <li>- Service they provided to Prime Contractor</li> <li>- Access to which PRaP Provider Information data fields</li> <li>- Number of staff with access to the above DWP data</li> <li>- Locations of staff with access to the above DWP data</li> <li>- Access method to PRaP Provider Information or PRaP Provider Information</li> </ul> <p>A spreadsheet template is embedded below if you wish to use it to capture the above data. As there is currently no specification for services to be provided under a contract not defined it is difficult to determine the most appropriate subcontractors. Further while it is possible to identify the most significant potential subcontractors, without any service specification it is not possible to provide the information in the list (e.g. Number of staff with access to the above DWP data). What is your advice regarding the information that should be provided in this section? Will our tender be penalised for omitting this hypothetical information?</p>	<p>We accept that sub contractors details may not be available and therefore cannot be included at this stage. However if you have any generic information on how you will work with subcontractors i.e. how they will access the Departments data, please provide this.</p>
98.	<p>For section 1.2 of the security plan, we have over 900 potential suppliers for call-offs after framework stage. As none of these will be accessing PRaP at this stage are we right in not completing the suggested supplier/3rd party spreadsheet provided at the top of page 4?</p>	<p>We accept that sub contractors details may not be available and therefore cannot be included at this stage in this case the completion of the 3rd party spreadsheet would be inappropriate. However if you have any generic information on how you will work with subcontractors i.e. how they will access the Departments data, please provide this.</p>

99.	At question 14.2 please advise whether you require us to provide information regarding all of the contracts detailed in annex 1 or just a sample of these contracts?	Taking into account page limits a sample would be appropriate. The example should represent a cross section of those contracts that exceeded, met or did not meet the contractual requirements
100.	In Part 14 you ask us to comment about our top 10% Contracts by Value As a voluntary sector organisation some of our biggest projects are technically grants rather than contracts. A good example of this is our major Future Jobs Fund grant, our management of which is clearly highly relevant to this framework. Are you happy for us to include commentary on our performance in managing such grants in our answer to this question or do you want us to only use projects which are technically contracts.	The examples you provide must satisfy the headings in the table. Therefore, if the grant funded projects include performance targets and performance against these targets is included then these projects would be acceptable.
101.	Call-Off Terms and Conditions, Clauses 8.3 (Break) and 8.5.2: The provisions of Clause 8.5.2 provide an indemnity upon a Break (at 3 months notice) from the Contracting Body to "...the Prime Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss...". Whilst this covers stranded and unavoidable losses it does not appear to cater for a situation where up front investment in establishing a service is not expected to be recovered for some time, i.e. where the unrecovered investment costs and missed profits could not be recovered due to the Break. Can the Department provide guidance on how it expects to provide for recovery of such investment as a consequence of early termination for convenience at short notice?	The Contracting Body will only provide the indemnity on the grounds, and in respect of such matters, as set out in the published call-off terms and conditions. The wording Clause in 8.5.2 is as per the Office for Government Commerce model.

102.	<p>Annex 1 to Part 14: Typically, our organisation delivers contracts against agreed qualitative indicators and quantitative SLAs rather than numerical performance targets and percentages. Please could you advise how we should approach the completion of Annex 1 and in particular the Contract Performance and Actual Performance columns.</p>	Please convert the information into a numerical value.
103.	<p>I have a clarification question regarding question 11.2. Are bidders able to mention more than one contract to demonstrate their experience of developing, growing and maintaining supply chains, or can just one contract be referred to? In other questions asking for contractual examples, you state that more than one contract can be referred to.</p>	Yes, more than one is acceptable but please bear in mind the page allowance and the depth of the example(s) given.
104.	<p>We are bidding under the framework as a Group holding company and will provide Group accounts in support of our bid. Would it be possible for the legal contracting entity for call off bids from the framework to be a 100% owned subsidiary of the Group holding company for legal purposes provided that a full parent company guarantee was provided.</p>	The DWP contracts with the legal entity which was successful on securing a place on the framework.
105.	<p>For question 15.1, I would be possible to have 2 pages rather than 1 page per region? One page does not allow us to properly summarise the complex challenges of such diverse regions.</p>	Please complete the form as it is set out.
106.	<p>On the data request template, Under SPV section partner organization are requested fill in amount of 'reckonable contribution' should this be different from reckonable turnover. We are unsure about the exact meaning of this term or how we would quantify it at this stage as presumably no company can invest the whole of their actual turnover, so are you just asking for the amount of turnover that relates to W2W type activities? Our T/o is £24mill, our net assets are £6mill, our W2W turnover is about £5mill , so which would be the relevant figure? Does this refer to cash flow contribution to the SPV or Can this include use of assets and other resources as well? And if so how would we quantify resources?</p>	In the example stated reckonable turnover would be £5m.

	Please clarify some examples would help.	
107.	Table 4 Financial Stability Debt Ratio: given that the ratio is calculated as Total Assets/Total Debt (Q&A Brief Issue Two 6 9 2010 Question 28), should the scoring mechanism for the Debt Ratio be the opposite of that shown e.g. a score of >1 should = 5?	Question 28 should read Total Debt/Total Assets.
108.	On the data request template (Excel) and the data request tab there is a question (see below) that we are looking for clarification for.E.g. If our last set of Audited accounts are in March 2010. Are you looking for1) Actual accounts for 5 months and forecast for 7 months giving a blended forecast of 12 months to March 2011. Or2) Actual accounts for 5 months and a forecast for 7 months for financial year 2010/11 and a further 5 month forecast to August 2012Question we are referring tood) Copy of the latest forecast Accounts including Balance Sheet and Profit and Loss Account with associated accounting policies and notes to the accounts for the year following the accounts submitted in 1.4a above. Where there is only x months left in your financial year, provide forecast accounts for 12 minus x months of the following financial year to ensure that we have a complete 12 month forecast.	Signed off accounts for 2009 and 2010. With actual and forecast accounts for 2011 as stated in d).
109.	Please could you clarify what the 'Financial Data Request Template' is that needs to be returned by the 27th September. Is it the spreadsheet sent with all tender documents titles 'Data Request Template v2.3'? If so, could you confirm what details you require for Annex 2, particularly where the bidding organisation is a newly formed SPV e.g. do you require the information from SPV partners?	All the ITT data needs to be returned by the 27th September including the 'Data Request Template v2.3'. For annex 2, if possible details of the SPV need to be entered, if the SPV is newly formed obviously this will not be possible. All members of the SPV need to enter their financial details in annex 2 as well.

110.	<p>Please can you tell me do we have to list the whole supply chain on the Data Request Template (SPV Tab), or do we only list those we consider to be the core members of the consortia?</p>	<p>Just members of the SPV.</p>
111.	<p>I wish to raise the following queries in relation to the ERSS Framework Agreement Part 6.1 (Data Security).</p> <p>1. In making a submission we fully intend to comply with Schedule 9 of the draft Terms and Conditions. Please clarify whether there is a time frame by which compliance must be in place.</p>	<p>The compliance timescale starts from when a contract is awarded under the framework and is 20 working days from the time contract is signed for receipt of the final plan and 15 working days for our assessment. However we would expect to work with suppliers while they are on the framework to help them achieve compliance.</p>
112.	<p>In the table relating to question 14.1 we are being asked in the final two columns to detail whether performance against the contract is exceeding/meeting/or failing to meet targets. In the following column we are being asked to show actual performance as a numerical value of both performance and target.</p> <p>Please can you confirm what is being asked for in this second column:</p> <ul style="list-style-type: none"> <li>*Are you looking for us to list all the targets in each contract and percentage achieved against each contract target?</li> <li>*A numerical representation of actual achieved v target for each contract target</li> <li>*An overall percentage of contract performance against targets.</li> </ul> <p>Please could you also clarify what we should do if one of our largest contracts has just gone live and it is impossible to assess performance to date due to the limited timescales.</p>	<p>Overall performance against targets.</p>

113.	Our financial year runs from September to August. We can provide accounts for FY08 and FY09, however FY10 accounts are not yet ready and we are unable to provide draft or forecast accounts as this information is not in the public domain and has not been released to the stock exchange or shareholders. We would be happy to share with you the FY10 accounts once they become publically available. This means we are unable to provide a response to the requests on rows 64 & 65 on the Data Request template tab. Could you please confirm if this is acceptable?	The DWP requires accounts for FY08/FY09/FY10. For assurance to the bidder the financial information will be passed to the financial team to open and examine as part of the price evaluation and financial capability assessment. It will only be accessed and retained by that team who will hold all such information on a restricted basis. The finance team will be subject to confidentiality agreements which explicitly ensure that they are aware of the nature of the information and the impact and consequences of any disclosure. The finance team will ensure that reports and products are produced in a manner not to expose such information to others unless written confirmation of the release from the individual organisation concerned is obtained.
114.	Please expand on what you are looking for in question 12.1 when referring to examples of 'complex service contracts'. Could you give an example of the sort of delivery contracts you are looking for in the response to this question?	Employment Related Support Service contracts let by both DWP and other contracting authorities as outlined in the Specification of the Commercial Requirement.
115.	Part 1.1 of the Data Request Template requests for us to provide most recent turnover (£) as per published accounts (Cell C14). How should SPVs respond to this question where the respective turnover of different parent companies needs to be taken into account. As a recently formed yet actively trading SPV we do not as yet have published accounts under our own name. Cell C14 is right protected, and will only allow a numerical answer to be inserted, meaning that there is not scope to properly explain this.	Please complete the SPV tab in this case.
116.	Under the Financial Evaluation criteria section 1.3.3, could you clarify if the assessments of turnover growth and financial stability will be based on a contracting unit/subsidiary or the overall Group positions?	The DWP assesses the legal entity the DWP contracts with, but will take into consideration parent companies where a PCG (Parent Company Guarantee) is in place.
117.	Are colours permitted in tables, graphs and charts?	Yes.

118.	1.4d - Under section 1.4a, we will submit audited accounts for years ending Dec 2008 and Dec 2009. Consequently, under 1.4d, we intend to submit a full year forecast to Dec 2010 (represented by 7mth actuals to July, plus 5mths forecast). Please confirm if this satisfies the requirement, or do we need to provide forecast out to March 2011?	Yes
119.	1.4 - Please clarify request for number of employees eg annual average/closing year-end/current point-in-time? permanent/contract/total employees?	Average annual Full Time Equivalent's.
120.	Annex 2 - Please confirm if Income Statement items (columns D to I) should flow through arithmetically? As file stands, Profit before Int and Tax (col G) less Int Payable (H) does not equal Profit before tax (I), because Int Receivable has not been captured at this point (guidance stipulates this should be included under column V Income number)	The items mentioned should not flow through arithmetically.
121.	Annex 2 - Please confirm if specific signage is required eg enter income/assets as +ve values, expenditure/liabilities as -ve values?	The signage should be as stated in your accounts.
122.	With regard to Annex 2. We are a registered charity and as such produce our statutory accounts to comply with the charity SORP. The headings in Annex 2 are designed for company accounts and as such do not allow for the specific charity reporting requirements specifically with regard to net incoming resources and the differentiation between restricted and unrestricted reserves. Can you clarify how you want charities to complete this section ?	Incoming resources should be regarded as turnover in this instance. Restricted and unrestricted reserves should be added together for this purpose.
123.	Our company is a combination of a large number of organisations who have come together to respond to the programme, however it is not an SPV as it is already a private limited company. However as it has not long been registered we do not have the relevant accounts / financial statements required in section 1.4. Could you please clarify what we are to do in this case and what document we should be submitting?	All members the private limited company will need to submit their financial documents.

124.	Please could you let me know whether organisations will be able to subcontract these services if they are not on the Framework?	Subcontractors will not be included on the Framework
125.	Is there any time restraint to the expression of interest for subcontracting?	Subcontractors should not submit an EOI for the Framework.
126.	Can you please advise whether or not we must maintain the line spacing in the template document? Currently there is 2pt spacing above and below each line	This has been corrected to single line spacing.
127.	When working on tenders it is very convenient to be able to copy received messages, or sections of them, to keep an offline record. This facility (copy/paste) does not seem to be available in the revised Bravo system. Is there any quick way of doing this, or is the only method forwarding the message to oneself?	Please call Bravo helpdesk regarding technical queries.
128.	A key issue for charities in calculating the financial stability ratios is whether we need to include deferred income in the calculations. Like many charities we can at times hold a significant amount of deferred income in our accounts. In accounting terms deferred income is a liability, however it is very different to conventional corporate borrowing, as it is money we we have been granted and will spend in the future on our charitable objectives and is not money we have borrowed to help us to run the business. If we do have to include deferred income as a form of debt it will significantly reduce our financial stability ratios, which we believe will unfairly disadvantage us against a private sector competitor of similar size and financial standing. Can you therefore confirm that we	Deferred income must be included as a liability, but if a bidder wishes to provide further information on why this deferred income should not be classed as a liability the DWP would take this into consideration when calculating financial ratios.

	can exclude deferred income when calculating our financial stability ratios?	
129.	In the response to 15.4, should bidders refer to customer groups across their whole range of business, or only unemployed customer groups?	Bidders can refer to any customer groups.
130.	In terms of the acid and debt ratios that are required, can you confirm at what point these should be calculated these are required – is it the last published accounts, most recent management accounts or at some other point in time	The DWP calculates the acid and debt ratios, on the most relevant up to date information.
131.	Q11.3 asks "Describe how you will monitor, manage and improve the performance of the supply chains that will deliver service contracts let under the Framework." By "service contracts", do you mean sub-contracts let under contracts (e.g. Work Programme) under the Framework? If not, can you please explain what you mean by service contracts?	We are referring to call-off contracts that will be let under the Framework Agreement.
132.	In a similar vein - Q14.3 asks "Please detail the processes you will use to manage, monitor and evaluate the performance of all potential call-off contracts to ensure that the whole provision is of a constantly high standard..." By "call off contracts" do you mean contracts such as the Work Programme? If not, can you please explain what you mean by call off contracts?	Yes. Call-off is the term used to describe contracts let under the Framework Agreement. Technically a Framework Agreement is not a contract.

133.	Can you confirm that there is no truth in the rumour (allegedly from high level sources in DWP) that the ERSS framework will only be used for the Work Programme and that any future contracts will be subject to open competition?	The Framework for Employment Related Support Services is an umbrella commercial arrangement which sets out some terms of agreement on future contracts, and will provide the Department for Work and Pensions (DWP) with the flexibility to meet future needs efficiently and quickly by calling on the services of delivery partners who have been selected onto the Framework. We expect the Framework to be used by DWP and other publicly funded bodies to deliver other future employment related support services.
134.	The tender document is set up so that each page of a response is a separate page, which makes it difficult from a formatting perspective when inserting text that runs to two or more pages. Can we remove the fixed row height and allow the table to run across two pages (or more where appropriate) as long as we do not exceed the page limit? Also, do we need to leave the response numbers in the tables for our responses?	Please complete the form as it is set out.
135.	Should the boxes for responses be fixed at different heights, thereby allowing for less information in the responses to some sections? Most boxes are set at exactly 26.67cm but sections 10.6, 15.1, 15.2, 15.3 and 15.4 are set at 25.4cm and 12.4 continued (pages 41 and 42) are set at 25.96. Also, how can we fix the width of the response tables so that they don't expand when information is copied in?	Please complete the form as it is set out. The table width only expands if the same character is used across the whole line.
136.	In Annex 1 to part 14, 'Summary of Performance of Current Contracts Held', organisations are asked to show actual performance and targets numerically and in limited space. This creates difficulties around contracts with numerous KPIs and simple pass/fail/exceed metrics. Can performance against targets be shown non-numerically?	Provide an overall numerical value.

137.	<p>Row 59 of the Data Request Template states: "Where the financial information relates to an overseas company, please provide the overseas accounts and a translation and conversion (Profit and Loss, Balance Sheet and key Balance Sheet notes) into £ GB. Please state the rate used and the rationale behind this."</p> <p>We have two questions. First, does this requirement apply only to section 1.4 of the Data Request Template, or do we need to state the rate and rationale wherever USD have been converted to £ GB (e.g., Annex 1 to the Data Request Form, Annex 1 to the ItT Form, and within the ItT form itself).</p> <p>Secondly, we do not see a place within the Data Request Form to provide the information about rates and rationale. Is it acceptable to create an appendix of each of the USD figures quoted within the template as well as within the rest of the bid document (if applicable) and the exchange rates used for each with explanation?</p>	Yes to both questions.
138.	<p>We are experiencing problems with formatting. When we type to where it appears to be the limit of our available space (after that the text disappears off the bottom line), however, when printing a copy there is another 4 lines of space available, which doesn't appear on screen. Will you be reading the form electronically or hard copy? As if you are reading it hard copy, there is another 4 lines available which doesn't appear on screen.</p>	Electronically.
139.	<p>Will you be using the Star Ratings System to rate Call Off Contract delivery under the Framework?</p>	We are still developing our approach. More information will become available at the competition stage.

140.	Can you please confirm whether or not the Data Request Template has to be completed for each organisation that is part of Special Purpose Vehicle or a Consortium.	Yes
141.	There is a requirement in Clause 10.4 of the Framework Ts & Cs and in Clause 1.9.4 of the Call-Off Ts & Cs that the conflict of interest provisions apply during the Contract Period and for a period of two years after the expiry of the Contract Period. Could you please specify what would constitute conflict of interests after the expiry of the Contract Period?	Certain clauses in both the framework agreement and the call-off terms and conditions shall remain in force following termination or expiry of the framework agreement and/or the call-off contract (for example, without limitation, obligations in respect of records and audit access). A conflict of interest (as referred to in Clause 10.1) may still arise whilst such obligations remain in force.
142.	Could you please give specific examples of claims that would fall under the indemnity obligation in Clause 18.5 of the Framework Ts & Cs and Clause 4.4.5 of the Call-Off Ts & Cs?	<p>The indemnities are in respect of "all direct, indirect or consequential liability or any other loss suffered by the Authority/Contracting Body (or any Replacement Contractor) as a result of, or in connection with, the employment or termination of employment of any employee of the Prime Contractor during any period prior to the date of expiry or termination of a Call-Off Contract/the Contract.</p> <p>Examples of claims which would fall within the definition above include (but are not limited to) claims for:</p> <ul style="list-style-type: none"> <li>unfair dismissal;</li> <li>direct or indirect discrimination, victimisation or harassment on any protected characteristic (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation);</li> <li>disability discrimination by way of a failure to make a reasonable adjustment;</li> <li>discrimination arising from disability or for a reason relating to disability;</li> <li>breach of the Working Time Regulations 1998;</li> <li>unlawful deduction from wages;</li> <li>relating to written particulars of employment;</li> <li>relating to the right to request flexible working;</li> <li>relating to the right to time off for dependents;</li> <li>statutory redundancy payments;</li> <li>breach of contract;</li> <li>breach of any right relating to maternity, paternity or adoption</li> </ul>

		leave or pay; breach of TUPE; and/or personal injury or claims relating to health and safety; brought by or in relation to an employee of the Prime Contractor during the relevant time period
143.	Could you please indicate the amounts of the liquidated damages required under Clause 1.10.6 of the Call-Off Ts & Cs?	This Clause will be completed by the Contracting Body in question, on a case-by-case basis.

144.	<p>Could you please clarify whether the COSOP requirement as referred to in Clause 4.3.3 of the Call-Off Ts &amp; Cs apply to us? (It is our understanding that the COSOP sets out policy in relation to transfers which the Government expects public sector organizations to follow – i.e. it seems that it applies to public sector organizations only.)</p>	<p>Clause 4.3.3 creates obligations to comply with COSOP and annex A which are binding on the Prime Contractor (COSOP and Annex A link provided). The reason why these obligations are to be placed on the Prime Contractor is that government organisations are obliged to procure that contractors comply with certain requirements under both COSOP and Annex A. Under COSOP, public bodies (including the DWP) are obliged to conduct staff transfers according to certain principles (see, for example, paragraph 5 of COSOP). It is therefore necessary for the DWP to ensure that contractors comply with obligations under COSOP insofar as it is possible for such contractors to do so. As regards Annex A, ministers are obliged to procure that contractors comply with the requirements of Annex A when entering into contracts (see, for example, paragraph 19 of Annex A).  <a href="http://www.civilservice.gov.uk/about/resources/employment/codes.aspx">http://www.civilservice.gov.uk/about/resources/employment/codes.aspx</a></p>
145.	<p>Could you please indicate the amounts and/or percentages that are to be inserted in Clauses 7.1.3 (a) and (b)(limits of liability for default) and Clause 7.1.7 (insurance) of the Call-Off Ts &amp; Cs?</p>	<p>The sums in Clause 7.1.3 and the amounts of insurance cover in Clause 7.1.7 will be completed by the Contracting Body in question at the time of conducting a mini-competition, having regard to the service requirements and contract values.</p>
146.	<p>What is the progress in thinking on implementing the Work Programme with regard to changes to the timetable, Framework/Lot Sizes or Value, customer cohorts, volumes and flows onto the Programme?</p>	<ul style="list-style-type: none"> <li>• Detailed specification of the funding model is currently under discussion. Further announcements will be made in due course.</li> <li>• All available information on volumes and lots is published on the Supplying DWP website in the Supplementary Information Pack</li> </ul>

147.	How is the competition for the Framework Agreement for the Provision of Employment Related Services progressing?	<ul style="list-style-type: none"><li>• The commercial process for the Work Programme is on track.</li><li>• 790 expressions of interest received for the Framework competition following an advert on 29 June 2010 and subsequent OJEU Contract notice.</li><li>• These came from a mix of the voluntary, public and private sectors</li><li>• The Invitation to Tender was issued on 23 August 2010 to all those organisations who indicated they wished to bid as Prime Providers or consortia</li><li>• Those invited to tender were asked to register on BravoSolutions, an e-procurement solution</li><li>• Around 300 have withdrawn from the competition since receiving the full Invitation to Tender. 270 have currently fully completed their registration</li><li>• Tenders are due to be received on 27 September 2010</li><li>• We expect the Framework to be in place at the end of November in line with the published timetable</li><li>• Following the conclusion of the framework competition, on current plans the ItT for the Work Programme will be issued at the beginning of December</li><li>• Completed tenders will be returned to the department in January 2011</li><li>• Work Programme will be implemented in summer 2011.</li></ul>
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148.	How do organisations get involved with the Work Programme if they are not tendering for the Framework?	<ul style="list-style-type: none"> <li>• Organisations of all sizes will be encouraged to engage with Prime Contractors and join their supply chains to provide specialist services to support delivery.</li> <li>• Details of organisations who register on Bravosolutions to tender for the Framework will be published on the Supplying DWP Website to facilitate engagement.</li> <li>• Details of the organisations admitted to the Framework will be published on the Supplying DWP website to facilitate engagement.</li> <li>• The Indus Delta website (hosted by the Centre for Economic and Social Inclusion), has a networking forum to help facilitate relationships with potential partners.</li> <li>• The Merlin Web Portal will facilitate the development of partnerships with the Voluntary and Community Sector (VCS), and act as a shop window for the sector. This will help improve the accessibility of the market, increasing its transparency to the VCS, and therefore help the sector's involvement in the delivery of our programmes. We expect the Web portal to be available for use once the Framework is up and running.</li> </ul>
149.	Are all sectors adequately represented in the Framework competition?	<ul style="list-style-type: none"> <li>• Detail of the exact mix is not yet available as organisations are still preparing their responses but we expect all sectors to be well represented at Prime Contractor level.</li> <li>• Prime Contractors will need to be underpinned with subcontractors from a mix of sectors to ensure the individual needs of all customers are met.</li> </ul>
150.	Is any more information available on the working capital requirement?	<ul style="list-style-type: none"> <li>• The working capital requirement will depend upon a number of factors including the financial model we use to manage payment and performance. Other aspects will be bidder dependent, eg, the extent to which organisations can leverage existing assets in their delivery.</li> <li>• We are making progress in developing a payment model that meets the published criteria but this is not yet finalised.</li> </ul>
151.	What criteria will be used for assessing the Financial Capability of Providers seeking to be Prime Contractors or Sub Contractors under the Work programme?	<ul style="list-style-type: none"> <li>• The main financial criteria will be around bidders' financial stability and growth risk – ie their liquidity and debt, together with the £20m turnover threshold</li> <li>• Prime providers themselves are responsible for ensuring financial viability of sub contractors.</li> </ul>

152.	How will you ensure funding of the whole Supply Chain down to smaller/niche providers?	We would expect prime providers will bear the financial risk overall whilst adhering to the Merlin Standard in relationships with 2nd /3rd tier suppliers.
153.	What action is DWP considering to attract Funding from External Funders?	We are not currently looking at co-commissioning for the Work Programme or seeking external funding from other sources. The Framework, once established, will be available for other Public Authorities governed by public procurement law, to call-off contracts for the provision of employment related support services. We are developing proposals for facilitating this from April 2011, after the Work Programme contracts have been let.
154.	<p>DWP Guidance is that "The price paid for job outcomes should not exceed the benefit savings that have been generated". Does this include the full range of benefits including Housing Benefit, Free school meals, travel passes and other none DWP benefits or does it just count primary DWP benefit savings e.g. JSA, IS, ESA etc?</p> <p>On the flip side will the calculation used by DWP to set "the benefit savings" include the payment of tax credits to support people in work as part of the cost e.g. £54 saving of JSA - £30 tax credits = £24 saving or will tax credits not be counted in this calculation?</p> <p>Also our regional delivery partners are saying that the statements "The price paid for employment outcomes should be set to make it worthwhile for delivery partners to help each group of customers; The price paid for job outcomes should not exceed the benefit savings that have been generated "</p> <p>are conflicting statements, please provide some clarity around each statement where we can illustrate that the only payments will be for actual benefit savings For Example when moving a long term disabled person towards employment for 6-12 months!!</p>	<p>While we are currently developing the specifics of the supplier pricing model for the Work Programme, the intention of the model is that payment should be largely for delivering results and that payment should be made after the results have been delivered. The latest details available in regard to the pricing model were published in the Supplementary Information Pack on the Supplying DWP website on the 23rd August, which can be accessed here: <a href="http://www.dwp.gov.uk/docs/framework-supplimentary-info.pdf">http://www.dwp.gov.uk/docs/framework-supplimentary-info.pdf</a>.</p> <p>We will share any additional information with all potential suppliers as and when it is available.</p>

155.	<p>1.9 of the Instructions for Bidders states that ' If bidders wish DWP to consider information provided in response to a particular question elsewhere in their bid this must be clearly cross-referenced to the appropriate question response.'</p> <p>Previous DWP tender competitions have not permitted responses to other questions to be taken into account when evaluating individual question responses.</p> <p>Can DWP confirm that making reference to information in other Parts of the ITT will allow this information to be taken into account when evaluating the overall response?</p>	Yes
156.	<p>Part 8.2 of the ITT form asks if bidders have signed / would be willing to sign the DWP Supplier's Charter. For organisations who are not yet formal signatories, please can you advise who they should contact to do so? We are particularly keen to establish how we can sign prior to the ITT deadline.</p>	Bidders are only required to state that they will sign-up to this. Guidance is available on Supplying DWP and the link is included in the Specification of the Commercial Requirement.
157.	<p>Para 1.4.2 of the Specification states that 'contracts let under the Framework may be national, (i.e. across all Lots)'. Does this mean that an organisation has to express interest in all 11 Regional Lots and complete responses for all 11 lots for 15.1 and 15.3 in order to compete for any national contracts that will be let via the framework?</p>	The Work Programme, for example, will be a national programme and if a bidder wanted to deliver this in each and every lot they would first need to be successful in the Framework in each lot and then be successful in each mini-competition to deliver the Work Programme.
158.	<p>Would the DWP allow a Limited Liability Partnership on the Framework in Scotland and would it then contract with such a legal entity when it comes to contracting for elements of the Work Programme?</p>	Yes

159.	<p>Question 1.4 (d) of the Finance Request Template asks us to provide a financial forecast for the next twelve months. Our financial year ends in December 2010 and, to meet this requirement we would need to provide a further forecast from January 2011 to August 2011. Given that this period coincides with the period during which Work Programme contracts are due to be awarded and implemented (and our existing FND, Employment Zone and Pathways to Work contracts are due to expire), it would be very difficult for us to provide a realistic forecast. It is therefore difficult to see what value a January to August forecast would add. Please could you advise?</p>	<p>The DWP would require accounts for 2008 and 2009. Plus the actuals/forecast for 2010.</p>
160.	<p>We are in discussions with an international company examining the possibility of forming an SPV for the purposes of delivering services through the Work Programme. Due to the nature of forming an SPV with an international company, it is likely that the formal legal agreement will not be completed in time for the submission of the Framework ITT. Would it be acceptable to the DWP for us to continue to bid as we are, but later changing our legal entity status to that of the newly formed SPV after appointment to the Framework, but prior to Lot bids being issued/invited. We would be the lead and majority shareholder in this instance.</p>	<p>You cannot change the legal entity after your tender has been submitted. If DWP selects an SPV to be a party to the Framework Agreement, DWP will require the SPV to form a legal entity before entering into, or as a term of, the Framework Agreement.</p>
161.	<p>Following on from your answer to Q48 could you please explain your statement "The Framework is therefore not a contract". If the Framework is not a contract what role do you envisage the Framework having?</p>	<p>The purpose of the framework agreement is to manage the award of call-off contracts. The framework agreement establishes the relationship between the Authority (who in setting up the framework is also acting on behalf of other named contracting authorities) and the framework providers. It sets out the award and ordering procedures for employment related support services being procured throughout the term of the agreement.</p>
162.	<p>There is no consideration in the Framework Agreement please explain how the Framework Agreement is to be binding on the parties?</p>	<p>The framework agreement is an umbrella agreement which sets out the terms and conditions for subsequent call-offs but places no contractually binding obligation in itself on the Authority (or any other named contracting body) to purchase from the framework</p>
163.	<p>The Framework Agreement is not mentioned in clause 1.6.4 of the call-off terms and conditions, so under what circumstances do you envisage the Framework Agreement terms and conditions prevailing over the call off terms and conditions as is set out in clause 12.2 of the Framework Agreement?</p>	<p>The framework agreement and the call-off contract are dealing with discrete issues or the same issues in a different context. In matters relating to the award of call-off contracts (for example, without limitation, by what process, when (i.e. within the framework term) and to whom a call-off contract is awarded), the</p>

		terms of the framework agreement will prevail.
164.	Can we assume that examples from DCSF/DFE, or LA or LSC/LSIS or ESF contracts are suitable contracting organisations to demonstrate past achievements for either DWP or other contracting organisations?	Yes
165.	Where bidding as a newly formed SPV owned equally by more than one party, how should Sections 1.1, 1.2 and 1.3 be completed? Should the information be provided for the SPV, which by its nature will have no turnover history?	From the SPV, one organisation is required to take the lead and their details are required in Sections 1.1, 1.2 & 1.3. Further member details, including the SPV lead, should be entered on the specific SPV tab.
166.	Where bidding as an SPV owned equally by more than one party, should Section 1.4 of the Data Request Template be completed (and the required financial information provided) for each SPV partner?	Yes. As above

167.	Where bidding as an SPV owned equally by more than one party, should Annex 1 and Annex 2 of the Data Request Template be completed for each SPV partner?	Yes by each SPV member.
168.	Guidance on completing Data Request Template section "1. Lots Tab" states "Please indicate the Lots where you currently have established infrastructure within the geographic area of the Lot". Where on the returns template should this information be indicated?	This is not required. See Reference 13 on the Q & A Log.
169.	The call-off contract at 2.9 includes a restraint of trade provision. Can you confirm if this provision is legal and reasonable as regards both geography and activity. If not can this provision be amended.	The provision is based on the OGC model and is considered legal and reasonable. Pursuant to the terms of the framework agreement, the call-off terms and conditions may be modified by the Contracting Body in question to reflect specific service requirements.

170.	Can you confirm that ERSS services are liable to VAT and are not covered by a relevant exemption.	<p>The current working assumption (based on lessons learned from FND) is that the supplies that a Provider will make to us under ERSS will be taxable at standard rate and as such a Provider will charge us VAT and in return should be able to reclaim the VAT that they incur in delivering the programme for us.</p> <p>We are also assuming that all supplies will be made under the Training Act and therefore any Crown Body listed in the Contracting Out Directions (the rules that define what services VAT can be reclaimed on) will also be able to reclaim the VAT that providers charge us.</p> <p>We are of course monitoring the outcome of deliberations on contracts, funding and payment to ensure that if that impacts adversely on the above VAT situation, we can obtain a new steer from HMRC if it is likely to differ from what we already have agreed. The exact VAT position will only become clear once the contract negotiations are complete as the VAT treatment differs depending on the exact nature of the service/supply. The most likely items that would be impact the VAT working assumption are:</p> <ul style="list-style-type: none"> <li>* Contracts let as a Grant</li> <li>* Contracts to cover “pure” Vocational Training</li> </ul>
171.	To what extent can the parties include their own disputes provision within the call-off contract (condition 9.2).	The dispute resolution provisions are as set out in Clause 9.2 of the call-off terms and conditions (unless modified by the Contracting Body to reflect it's particular requirements).
172.	Will the mini- competition process be given or will the Primes be expected to put in a place their own processes. There may be some instances where more than 1 organisation within a supply chain could deliver services advertised for competition within the Framework. In such cases would the competitive process within a supply chain be prescribed by the DWP or will the Prime Contractor be expected to have their own processes in place?	Only those organisations who are admitted to the Framework will be invited to tender for mini-competitions. How those organisations meet the requirements of those mini-competition is a matter for those organisation, which includes the constitution of the supply chain that can best meet the requirement. The procurement process used for the selection of an organisation's supply chain is a matter for them, however this should be in line with the principles of the DWP Code of Conduct and Merlin

		standard.
173.	<p>The questions asked in some of the areas refers to Consortium or Prime but not SPV can clarity be given as an SPV is different from a Consortium? EG 15.4</p> <p>Provide examples which demonstrate your experience of successfully meeting the challenges presented by a wide range of customer groups with diverse needs. Gives guidance for consortium and prime but does not mention SPV?</p>	SPVs can provide an example from any of their members.
174.	In the Framework Agreement, Ts & Cs Clause 7.1 (bottom of page 14) it looks like there may be some missing words – can you clarify?	There are no words missing.
175.	In Clause 30 of the Framework Agreement, it is stated that should the Authority have the right to terminate the Framework Agreement in accordance with Clause 29, then the Authority may suspend any appointment – we would like to clarify that this right would only arise when the Authority had the right to terminate for default (not for all termination rights in clause 29).	The Authority's rights under Clause 30 arise where any of the Authority's termination rights under Clause 29 have arisen.
176.	In the Call-Off Contract (Schedule 4) there is reference to a guarantor – can we confirm that those provisions will be deleted when not applicable.	Where a guarantee is not required by a Contracting Body, the call-off terms and conditions will be modified accordingly by the Contracting Body.
177.	We note that the Call-Off Contracts cannot be assigned without Approval – can we seek confirmation whether an assignment by way of security (in the event of a request of a debt provider) would provisionally be acceptable?	A decision as to whether or not "Approval" is granted will be a decision made the Contracting Body in question, on a case-by-case basis, at the time that such "Approval" is sought under Clause 6.1.1. Accordingly, no confirmation in this regard can be given at the present time.

178.	<p>Clause 8.1.3 of the Call-Off Contracts states that the Contracting Body can terminate the Contract where Approval is not granted prior to a Change of Control of the Prime Contractor. We would seek confirmation that Approval would provisionally be forthcoming provided that the Change in Control did not adversely affect the Prime Contractor's financial status or ability to provide the Services.</p>	<p>Where "Approval" is sought prior to a Change of Control, the decision as to whether or not "Approval" is granted will be a decision made the Contracting Body in question, on a case-by-case basis, at the time that such "Approval" is sought. Accordingly, no confirmation in this regard can be given at the present time.</p>
179.	<p>Clause 8.5.2 provides an indemnity to the Prime Contractor when the Contracting Body terminates for convenience. We would like confirmation that the indemnity in Clause 8.5.2 should also apply when the Call-Off Contract is terminated under Clause 8.4 (when the Framework Agreement is terminated for convenience only).</p>	<p>The indemnity under Clause 8.5.2 will only apply where the Contracting Body terminates the call-off contract under Clause 8.3.</p>
180.	<p>We notice that when we paste text into the ITT form template (ITT Form v2 as available on Bravo Solutions), the bottom line of text is partially obscured. This is only approximately the bottom fifth of the characters on this line, and the text is still legible. Could you please let us know if you will be rectifying this by issuing a revised form, or whether it is acceptable to submit our Framework ITT with this slight imperfection.</p>	<p>If it is legible we will consider it.</p>
181.	<p>This question relates to question 8.2 and the DWP Supplier Charter. This doesn't appear to be something that providers explicitly sign up to. Could you please make it clear what this question is referring to.</p>	<p>If an organisation is admitted onto the Framework, it will be expected to work with DWP to achieve the objectives of the Charter.</p>

182.	It is assumed that the required threat assessment for the proposed Prime Contractor System will be performed by the DWP based on the information provided by the Prime Contractor within sections 1,2 and 3	No the threat assessment is done by the prime contractor on their own system and based on their knowledge of that system.
183.	It is understood that the Outline Security Plan spreadsheet embedded in section 3 will not cover the specific security threats to the Prime Contractor system, given that the threat assessment has not yet been conducted (See bullet point 'd' under the Introduction Section). By which date would the Contractor expect to receive the outcome of the threat assessment and by when must the Security Plan be updated to ensure it covers the threats identified?	The threat assessment is conducted by the Contractor not the Department, see FW237, this should be done as part of the completion of the security plan. The outcome of this should be included in the embedded spreadsheet at section 3.
184.	The information assets handled by the Prime Contractor system will be the Departmental data assets detailed within the PRaP Output (csv or pdf files). It is assumed that the DWP will provide the Prime Contractor with a list of the data asset types that will be included within the PRaP output in order to facilitate the completion of section 1.2 of the Security Plan	The Data assets are current all classified as IL2 (protect) and are sent through PRaP in either CSV or PDF format depending what suppliers elect. The data is mainly customers personal data but some contract specific data may be included.
185.	The threats to Prime Contractor system will be dependent upon the Departmental Data Assets that it will handle. It is assumed that the DWP will provide a list of the threats and impact levels that are associated with the Departmental data assets included in the PRaP Output (csv or pdf), in order to facilitate the completion of Section 2 of the Security Plan.	The threats and impact levels should be ascertained by the Prime contractor and will not be provided by the Department. To assist you in the process all the PRaP data is currently classified IL2 (protect) under the Government Protective Marking Scheme as defined by the Cabinet Office/CESG.

186.	<p>The PRaP FAQ located on the DWP website (<a href="http://www.dwp.gov.uk/docs/prap-qanda.pdf">http://www.dwp.gov.uk/docs/prap-qanda.pdf</a>) states: "What cost will there be to the provider to Install PRaP? We do not anticipate Providers will have any additional cost; PRaP is accessed following user authentication via the Government Gateway on a standard web browser (Internet Explorer)". On the basis of the above it is assumed that only standard security mechanisms will be required (e.g., SSL/TLS encryption) to enable the download of the PRaP Output files from the Government Gateway to the Prime Contractor system. Currently it is understood that the transfer of the PRaP Output file will be via USB pen drives; however it is also understood that this mechanism may be subject to change in order to allow direct downloading, hence the inclusion of this assumption.</p>	<p>This is correct only standard security mechanisms are required to download the file. This is now performed through the Government Gateway, encrypted USB memory sticks have not been used for sometime.</p>
187.	<p>Based on confidentiality commitments to our clients we can't provide the information requested in Section 14 Annex 1. How would you therefore like us to proceed?</p>	<p>All information provided will be treated as confidential. This, however, would not prevent potential disclosure through FOI. If any information is more sensitive than this please indicate as such.</p>
188.	<p>Will Prime Contractors be able to directly provide services, or is it your expectation that services will be delivered exclusively through an arms length supply chain?</p>	<p>DWP does not expect that any organisation will be able to directly deliver the entire range of services potentially let under the Framework Agreement. There is no requirement that bidders propose to deliver services exclusively at arms length.</p>

189.	The concept of payment by results is accepted, but there is very little information on which to evaluate the detailed mechanics of the proposed payment mechanism. Is there any further guidance you can provide at this stage?	While we are currently developing the specifics of the supplier pricing model for the Work Programme, the intention of the model is that payment should be largely for delivering results and that payment should be made after the results have been delivered. The latest details available in regard to the pricing model were published in the Supplementary Information Pack on the Supplying DWP website on the 23rd August, which can be accessed here: <a href="http://www.dwp.gov.uk/docs/framework-supplimentary-info.pdf">http://www.dwp.gov.uk/docs/framework-supplimentary-info.pdf</a> . We will share any additional information with all potential suppliers as and when it is available.
190.	Is there an opportunity to include a short executive summary as part of our submission? Our view is that whilst we are able to respond to each question individually, this does not encourage a more holistic view of where we believe we can add value.	No, we would not be able to consider it as part of the evaluation.
191.	Schedule 4: Call-off Terms & Conditions 1.10.6 - Is it DWP's intention that the sums in this clause would vary for each contract?	The sums in Clause 1.10.6 will be completed by the Contracting Body in question at the time of conducting a mini-competition
192.	Schedule 4: Call-off Terms & Conditions 7.1.3 a) and b) - Is it DWP's intention to include a sum for aggregate liability or do you envisage that such sums will be negotiated at the point of individual contract call-offs?	The sums in Clause 7.1.3 will be completed by the Contracting Body in question at the time of conducting a mini-competition, having regard to the service requirements and contract values.

193.	If smaller organisations are involved in the service delivery, are they also expected to comply with all of DWP's IT requirements, including penetration testing, encryption etc or can there be some relaxation at some lower levels, provided that the nature/volume of information was relatively restricted?	There is currently no exception for smaller organisations who are the Prime contractor. Assurance of sub contractors is the responsibility of the Prime contractor and will depend on their delivery solution.
194.	Do full BPSS requirements apply to everyone who is capable of accessing DWP data or can this be restricted to "front line" staff on the client team? If would be extremely difficult, if even possible, to identify and apply this to all back-end IT staff who, by dint of their employment contract and associated policy, would be prohibited from accessing client data.	Yes it does apply to all staff who have access to DWP data. This includes IT staff.
195.	There are several formatting issues with the ITT response boxes. First, the edges text from other word docs are cut off when pasted into table 11.1. Second, when text is pasted in it does not flow from one table to the next. Grateful if this could be reviewed and guidance provided asap as it is a key barrier to drafting our responses. We could amend the boxes ourselves to ensure that all text fits in when pasted but you clearly state that this would result in elimination	Please ensure the text fits within the table. Each table is separate therefore you will need to paste text into each one separately.
196.	When we try to paste any more than two lines of text into cell A74 of the Data Request Template, all that is showing is a line of pound (#) signs, as if indicating that we're trying to put more text in the cell than is allowed. Since the document is password protected, we cannot get our text to show either in "Normal" view or in "Print Preview" view. And there's a lot of blank space at the top of the cell we cannot seem to delete. Could this be checked to see if the original password-protected formatting might be in error somehow, and if so, could we receive a revised template?	This is intended to be a very short summary. However, if you wish to supply further information, please attach a supplementary word document

197.	Please can you tell me do we have to list the whole supply chain on the Data Request Template (SPV Tab), or do we only list those we consider to be the core members of the consortia?	Every member of the SPV.
198.	Will providers be expected to pay the training allowance, or any other payment, direct to customers or will this remain a JCP function?	No final decisions regarding the shape of the Work Programme have been made. However, we are clear that Jobcentre Plus will have a key role to play, particularly in ensuring that as many as possible without work are able to find a job through their own efforts.
199.	Please provide clarification on question 15.3. Question 15.3 asks "Describe how, as a potential supplier, you will identify and meet the diverse needs of the potential customers within each Framework Lot that you wish to tender for". The guidance for question 15.3 states "The response identifies the diverse needs of all potential customers within the Framework Lot and sets out effective strategies for meeting these diverse needs".The question seems to invite a response explaining how we will identify needs (e.g. build up knowledge of a lot in general, assessment process for individual customers) and how we will meet them (e.g. portfolio of provision that we have/may develop via a supply chain). The guidance seems to invite a response demonstrating that we have already identified needs (via research, experience, consultation?) and explaining our delivery strategy for that lot.	We expect bidders to demonstrate an understanding of the potential needs of the likely customers within the Framework lot and to demonstrate an ability to respond to these needs. DWP do not expect bidders to make assumptions about the specific requirements of potential call-off contracts.
200.	As a result of you responses I may require further clarification, but unfortunately the deadline for questions has passed. In the spirit of supporting bidders provide a comprehensive response that matches DWP requirements, would it be possible to extend the question deadline?	We are not able to extend the deadline. The deadline for questions was to give bidders sufficient time, following the publication of the final Q&A brief on 20th September, to impact the questions and answers on their Tenders before the submission deadline of 27th September.

201.	With the latest issue of tender documents etc there is a DWP guide to BPSS. Does this guide override the BPSS guidelines, or are we expected to use them in conjunction?	The DWP guidance does not supersede Cabinet Office guidance but provides the Departments interpretation of that guidance. It is recommended the DWP guidance is used when completing the Security Plan.
202.	If we submitted the tender as a consortia, when judging the capability to finance the programme, would you be judging the whole consortia or the lead partner only?	The DWP would assess the lead member of the consortia, but bidders have the opportunity to provide additional evidence to sufficiently assure the DWP they have the capacity to become a member of the framework.
203.	If we submitted the tender as a SPV, when judging the capability to finance the programme would you be judging the capacity of all the organisations who form the SPV rather than the SPV itself?	All the members of the SPV, please reference the SPV tab on the data request template.
204.	Would an SPV score higher than a consortia bid?	The DWP has no preference in the type of vehicle a bidder chooses to bid in and therefore the type of vehicle would not attract any higher or lower scores purely on this issue.

205.	If we submitted a tender as a consortia but with the intention to create an SPV in the future, would this have an impact on the scoring?	<p>You cannot change the legal entity after your tender has been submitted, this includes a change from a consortium to a SPV.</p> <p>Whilst it will not be a requirement to have a legally constituted entity at submission of a tender, you do need to be able to fully identify all the consortium/SPV partners in your Tender and indicate whether the organisation is a consortium or SPV.</p> <p>If DWP selects an SPV to be a party to the Framework Agreement, DWP will require the SPV to form a legal entity before entering into, or as a term of, the Framework Agreement.</p>
206.	I have only received 1 email notification from BravoSolution inviting me to tender for the Framework, but I intend to bid as both a Prime and as the lead in a consortium. Can I use the same registration for both?	<p>No, if you intend to bid both as a Prime in your own right and representing a consortium you must have registered on Bravo twice and received confirmation emails for each. If you have registered more than once but have only received 1 confirmation email you need to email the <a href="mailto:erss.frameworkcompetition@dwp.gsi.gov.uk">erss.frameworkcompetition@dwp.gsi.gov.uk</a> inbox providing full details of the organisation names you have used to register and clearly stating which one you are unable you to access the tender documentation from. This will enable the Framework Team to activate your account.</p>
207.	In your response to q56 you state that "Ideally the DWP would look for a bidder to have an annual turnover of £20m, but if a bidder can provide additional evidence to sufficiently assure the DWP they have the capacity to become a member of the framework, the bid will proceed". How does this tally with the financial assessment process where >£20m turnover = Red ?	<p>In the case of turnover, if a bidder's turnover is less than £20m and therefore red, the DWP will look to see if there is any mitigation for the bidder to proceed. If, after considering any mitigating factors, the DWP consider that the risks of the organisation delivering the likely minimum value contract of £10m p.a. to be too great, the bid will remain rated as red and will not proceed.</p>
208.	If a provider is accepted on to the Framework, are they required to bid for the Work Programme in all the lots they are included in or can they only bid for the Work Programme in some areas and save other areas for other mini-competitions that come up under the Framework?	<p>An organisation on the Framework would not have to tender for all the mini-competitions in the Lots that it had been admitted to.</p>

209.	<p>Organisational Relationships</p> <p>Asks in row 78 to provide brief details of any associated companies and details of the organisation. A fuller detailed description is to be sent separately</p> <p>Can you expand on what you will require as ‘a fuller detailed description’?</p>	<p>brief summary of the organisational relationships with detail of parent/child relationships</p>
210.	<p>Note 1.4 Financial Information states:</p> <p>“Note: Where the financial information relates to an overseas company, please provide the overseas accounts and a translation and conversion (Profit and Loss, Balance Sheet and key Balance Sheet notes) into £ GB. Please state the rate used and the rationale behind this.”</p> <p>We need clarification as to what format the “translation and conversion into £ GB” should be in? Do you require the financial statements/forecasts for each relevant year and all notes to be restated in £ GB or can we submit our audited and draft financial statements/forecasts in overseas currency with supplementary work papers presenting the Profit and Loss, Balance Sheet and Key Balance Sheet notes in £ GB?</p>	<p>We would require all figures to be converted to £sterling with conversion rate and reasons for conversion rate; if this is done via supplementary papers (acknowledging that it might be impracticable to furnish a sterling conversion of published accounts) then that will be acceptable, provided all accounting information is covered.</p>
211.	<p>What is the current thinking regarding the use of AME for funding the Work Programme and the impact that the Spending Review might have on both DEL and AME?</p>	<p>On 23 August we published the Supplementary Information Pack, which can be accessed here: <a href="http://www.dwp.gov.uk/docs/framework-supplimentary-info.pdf">http://www.dwp.gov.uk/docs/framework-supplimentary-info.pdf</a>, which sets out our current thinking on the AME/DEL switch. We will publish further information as and when it is available.</p>

212.	Have there been any further thoughts about Benefit Reform, its timing and its impact on Customer volumes?	We are looking at how the Work Programme will fit with 21st Century Welfare Reform, and are confident that these systems designed to simplify the welfare system and support more people back into work will work together to deliver for customers and the tax payer.
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**Please note: Where the same question has been asked more than once only the original question and answer is included on the table; duplicates have not included.**