

Provider Led Pathways (Phase 1)

Invitation to Tender Pack

March 2007

CONTENTS

Section 1	Instruction to Bidders
Section 2	The Specification
Section 3	Specification Annexes
Section 4	Pricing Model Guidance
Section 5	Pricing model TUPE Districts
Section 6	Pricing Model Non TUPE Districts
Section 7	Method Statement
Section 8	Proposed Terms & Conditions
Annex 1	Revisions Reference Synopsis

SECTION 1 INSTRUCTIONS

1. INTRODUCTION

- 1.1 This document, including all identified attachments, sets out the basis upon which Jobcentre Plus invites you to Tender for the provision of Provider Led Pathways Phase One in the district(s) for which you have been short-listed. You are invited to tender in accordance with the requirements specified in this **revised** Invitation to Tender (ITT).
- 1.2 This ITT is designed to ensure that all bids are given equal and fair consideration. It is important that bidding organisations provide all the information asked for in the format and order specified.
- 1.3 All Providers should please note that Jobcentre Plus may choose this provision as match funding to support our ESF co-financed programmes.
- 1.4 Providers will therefore need to familiarise themselves with the additional requirements of ESF, which are explained in Chapter 12 of the Jobcentre Plus Provider Guidance on our website. Those requirements include additional Management Information, specific publicity arrangements, a post-contract summary report, and audit arrangements.

2 OVERVIEW

- 2.1 This competition is for the provision of phase 1 of the Provider Led Pathways to Work service in 15 Jobcentre Plus Districts. The contract is for 3 years **and will commence at some point between October 2007 – December 2007 (subject to the readiness of the provider within each district)** with the option to extend for a further 2 years.
- 2.2 If Providers wish to continue to be considered for this contract they must complete and return the attached tender in accordance with these instructions.
- 2.3 Providers may have selected to submit a tender as part of a consortium. However, Jobcentre Plus would award any contract to a single legal entity.
- 2.4 ***The need to revise the content from the previously published Invitation to Tender has been necessitated by the introduction of Employment Support Allowance in autumn 2008 and the consequential revision of the volumes of customers and funding available for delivery.***

3 Summary ESA

- 3.1 Employment and Support Allowance (ESA) is part of the Government's broader Welfare Reform programme aimed at providing a New Deal for Welfare by empowering people to work. The programme is detailed in the Green Paper published in January 2006.**
- 3.2 At its simplest, the relationship between Pathways and ESA is that ESA will provide the new allowance, with Pathways to Work providing the underpinning conditionality i.e., work focused interviews and access to work related activity.**
- 3.3 Whilst ESA conditionality and support is based heavily on Pathways to Work, there will be some changes and providers will need to take account of these changes in the service they deliver. The changes are articulated in more detail in the Specification and Specification Annexes in this suite of documents.**

Impacts of ESA on Pathways to Work model

- 3.4 The Specification and Specification Annexes contain our best estimate, at this stage, of how ESA is likely to look. However, the legislative powers needed to support the delivery and introduction of ESA are not yet in place so the precise details may change. We do not expect later changes to have the same impact on volume and costing estimates as the changes outlined in the revised Specification. We will inform you of any changes once the parliamentary process has been completed and call upon the change control process within our Terms and Conditions if needs be.**
- 3.5 Further funding (£23m) will be made available for the additional WFIs, support and outcomes we are asking providers to deliver as part of the impacts of the ESA changes outlined in the Specification and Specification Annexes from 2008 onwards.**

Further Change

- 3.6 Additional Funding (£42m) has been identified. This funding was omitted in error from the previous version of the ItT. (Refer to Specification Annex 2).**
- 3.7 The Welfare Reform Bill to enable the introduction of ESA was introduced in Parliament on 4 July 2006. It is, therefore, subject to parliamentary agreement and providers should note that the precise detail of ESA might change during the passage of the Bill.**

4 CONTRACTING STRATEGY

- 4.1 Jobcentre Plus is seeking proposals from organisations to deliver Provider Led Pathways to Work through a Prime Contractor procurement model. The Contract(s) will be offered to a Prime Contractor that accepts liability for its sub-contractor(s) to enter into an agreement for the provision of services on the Terms and Conditions set out in the draft Agreement attached at Section 8.
- 4.2 Jobcentre Plus intends that contracts for delivering the Provider Led Pathways to Work Programme will be let, as a minimum, on the basis of a single Provider for each district. This provides opportunity for Providers to win Pathways to Work business across more than one district.
- 4.3 Individual Providers may choose to submit a Tender as leader of a consortium as prime contractor. In such instances, the lead Provider should demonstrate that they would be the substantial provider of the Pathways to Work services, and accordingly provide a single set of responses to this ITT document covering all members of the proposed consortium.
- 4.4 It is Providers responsibility to ensure that any consortium member(s), sub-contractor(s) and adviser(s) abide by the terms of these instructions and conditions of this procurement.
- 4.5 Providers should note that Jobcentre Plus does not advise or recommend that Providers use the services of sub-contractors or in any sense warrant that consortium bids is a preferred option.
- 4.6 Providers should note that Jobcentre Plus reserves the right to exercise its discretion to veto the use of any proposed sub-contractor(s) before, during and after any award of contract.
- 4.7 Providers should note that Jobcentre Plus would make all payments for Pathways to Work services direct to the successful Provider or prime contractor, who would in turn be required to pay their sub-contractors within 30 days of being invoiced, as provided for in Jobcentre Plus standard Conditions of Contract.
- 4.8 Providers who have submitted a consortia proposal as a prime contractor in their PQQ response should note that they will be required to ensure that the terms of the eventual contract with Jobcentre Plus are fully reflected in the terms of its contracts with all its sub-contractors and they shall be bound by the same obligations as will apply to the prime contractor.

- 4.9 In the event that contracts are awarded to prime contractors, the responsibility for managing and monitoring the performance and quality of sub-contractors will rest entirely with the prime contractor. Jobcentre Plus will, however, seek evidence throughout the life of the eventual contract that the provider is exercising this responsibility effectively and that, where necessary, it agrees continuous improvement plans with its sub-contractors.

5 INSTRUCTIONS FOR RETURNING TENDERS

- 5.1 Short-listed Provider should submit a Tender for each Jobcentre Plus District where they intend to bid.
- 5.2 *All Tenders must be submitted by a legally constituted organisation Responses to all questions (including any diagrams) should be completed in Arial font size 12 and your response should not exceed the stated maximum number of pages. Organisation charts, plans and maps are subject to the same font size restriction.***
- 5.3 *We have indicated in the method statement where additional content is required to accommodate how your organisation will manage the introduction of ESA within your delivery model for Pathways.*** Any information in excess of what is asked for will not be considered, nor will any supplementary folders, marketing material, brochures or papers.
- 5.4 All questions must be answered in full.
- 5.5 All responses must be provided in writing and in English.
- 5.6 Information must be presented in the same sequence, using the same question references detailed in the ITT (method statement).
- 5.7 *Because of the additional information we have supplied in this ITT relating to ESA you are invited to ensure that where additional information has been supplied that it flows consistently within the context of your overall bid.***
- 5.8 Envelopes/packages must be plain and bear no reference to the name of the bidding organisation. Franking machines that automatically print the company name must not be used. Tenders submitted in envelopes/packages that identify the bidder may not be considered. Tenders sent by registered mail will be accepted, but the envelope/package must not display a printed or franked company logo.
- 5.9 Providers are advised not to make any assumptions about past or current relationship as a supplier to Jobcentre Plus or that any such issues will be automatically taken into account in the evaluation

procedure. Providers must be both explicit and comprehensive in their response as this will be the single source of information on which responses will be scored and ranked.

6 ITT RETURN PROCESS

6.1 Providers are required to submit:

- ***1 original signed copy of the complete tender***
- ***1 electronic copy of the complete tender on floppy disk or CD which is clearly labelled with your organisation name, Pathways Phase 1 ItT and the contract district.***
- ***4 paper copies (1 of which to be unbound) of the tender without the pricing schedule***
- ***1 separately bound paper copy of the pricing schedule in section 5 or 6 for the appropriate District(s) they are tendering for.***
- ***1 clearly labelled floppy disk or CD of the pricing schedule in section 5 or 6 for the appropriate District(s) they are tendering for.***

6.2 Tenders should be sent in a sealed envelope clearly marked “Provider Led Pathways Phase One”; to:

Mr James Street
Jobcentre Plus
Procurement Division
Level 4, Mayfield Court
56 West Street.
Sheffield S1 4EP

6.3 Completed ITT responses should be received at the above address no later than the closing deadline of ***12:00 noon Wednesday 25th April 2007.***

6.4 It is the responsibility of Providers to ensure that their completed Tender(s) is delivered no later than the appointed time. Jobcentre Plus does not undertake to consider bids received after the deadline unless clear evidence of posting is available (i.e. a clear post mark and/or a certificate of posting). Those Tenders received before the due date and time will be retained unopened until then.

6.5 Jobcentre Plus reserves the right to modify or amend this ITT at any time prior to deadline for receipt of bids. Any such modification or amendment will be notified to Providers in writing. Where modifications or amendments are significant, Jobcentre Plus may, at its discretion, extend the deadline for receipt of bids.

7 PROVIDER WORKSHOPS

PROVIDER LED PATHWAYS – INVITATION TO TENDER (Rev)
March 2007

- 7.1 Jobcentre Plus plans to stage 2 Provider workshops to explain the Provider Led Pathways to Work requirement more fully and to answer questions about the completion of the **revised** method statement.

These events are as follows:

- **Thursday 8th March - Thistle Charing Cross, London.**
- **Friday 9th March – MacDonald Burlington, 126 New St, Birmingham.**

- 7.2 Jobcentre Plus has issued invitations to organisations successful at the PQQ to confirm attendance at specific venues. If you have yet to receive an invitation please email steelcityhouse-pvspathways@jobcentreplus.gsi.gov.uk as soon as possible with the names of those who wish to attend, their position in your organisation and their contact details.

- 7.3 Jobcentre Plus may wish to clarify or discuss aspects of your proposal. In the first instance, questions will be sent by fax or e-mail to Providers and a written/typed response should be faxed back with a named contact by the deadline stated. Providers should ensure that they notify Jobcentre plus of any changes to their contact details, as provided at steelcityhouse-pvspathways@jobcentreplus.gsi.gov.uk

8 CONDITIONS OF PROCUREMENT

Compliant Tenders

- 8.1 Providers must submit a Tender, which is fully compliant with the terms of this ITT. Jobcentre Plus reserves the right to reject any Tender where the Provider purports to make its Tender subject to any additional or alternative terms and conditions.
- 8.2 Jobcentre Plus also reserves the right to reject any tender that does not offer the target number of Job Outcomes as defined in the Specification Annex 1 (Section 3 of this ITT) or where the contract price is above the indicative budget for the District.
- 8.3 All information must be submitted as requested. A Tender may be rejected if the Provider does not furnish all the information required in this ITT.
- 8.4 If TUPE is applicable and the Government Actuaries Department determines that the Provider pension is not comparable then the tender

will be rejected.

- 8.5 Finally, providers should be aware that Jobcentre Plus would award contracts only to providers that have been formally accredited in accordance with Section 14 of these instructions. Prior accreditation is not a pre-condition of responding to this ITT document, but Providers must be willing to undertake the accreditation process if they are selected as preferred bidders following the second stage of the bidding process

Late Tenders

- 8.6 Jobcentre Plus reserves the right not to consider late Tenders, or any Tender that is incomplete or if the particulars asked for in the ITT documents' are not supplied. No amendments of any terms of this ITT shall be valid unless they have been agreed in writing in advance by or on behalf of Jobcentre Plus and by the Provider.

Consistency of Tender Information

- 8.7 Please note that it is Providers responsibility to ensure that the information you provide remains consistent throughout the competition. Under no circumstances will the Tenderer be permitted to make any amendments to their Tender after the closing date.

Non Collusion and Inducements

- 8.8 Offering an inducement of any kind in relation to obtaining this or any other contract with Jobcentre Plus will disqualify the Tender from being considered and may constitute a criminal offence.
- 8.9 Providers shall ensure that their involvement in this procurement is a bona fide participation in a competitive procurement, aimed at obtaining the award of a contract on the grounds of most economically advantageous offer to Jobcentre Plus. Without any form of collusion with any other participant in the procurement in relation to the financial and other terms of any tender which it may be invited to submit to Jobcentre Plus.
- 8.10 Providers shall not at any stage of the procurement process enter into any agreement or arrangement with another person (or a person on behalf of that other person) so that that person shall refrain from participating in any part of the procurement process.
- 8.11 Breach of the condition at paragraph 8.4 will entitle Jobcentre Plus to disqualify a Tender and may constitute a criminal offence. In the context of this condition, the word "person" includes any person, body or association, corporate or otherwise, and "any agreement or arrangement" includes any such transaction, formal or informal and

whether legally binding or otherwise.

- 8.12 Nothing contained in this ITT shall be taken as constituting a contract, agreement or representation between or on behalf of Jobcentre Plus and any other party as to how Jobcentre Plus will run the procurement.

Costs and Expenses

- 8.13 Providers should note that they will not be entitled to claim any costs or expenses from Jobcentre Plus which may have been incurred in preparing and/or submitting their proposals at either stage of this procurement exercise. In addition, providers should be aware that, if Jobcentre Plus modifies or amends its requirements, then again providers will not be entitled to claim any costs or expenses from Jobcentre Plus howsoever incurred. Should at any time circumstances develop that would make it necessary, Jobcentre Plus reserves the right to suspend or cancel this procurement in respect of any or all Districts without liability to any Providers so involved at the time.
- 8.14 Without limitation to the generality of paragraph 8.5, Jobcentre Plus has not made and will not make any contract, agreement or representation that a contract shall be offered (either directly by it or on its behalf) in accordance with any invitation to submit a proposal, communications with any other party (including any timetable for the award of contract), or at all.

9 FUNDING

- 9.1 The indicative funding available nationally for delivery of Provider Led Pathways to Work Phase 1 is **£260m**, over the three years duration of the contract, subject to approval. As part of the bid process, Providers will be asked to submit a price for delivering the service and Jobcentre Plus needs to manage these prices within the overall funding envelope.
- 9.2 Providers should note that these indicative allocations reflect the expected number of referrals in each district from Jobcentre Plus to the Provider, together with expectations about the level of help that those people referred are likely to need.
- 9.3 The Provider Led Pathways budget allocation will be tightly managed in line with all Jobcentre Plus programmes. If, during the delivery of the programme, analysis indicates that the budget allocation may be exceeded through over provision, Jobcentre Plus would in the first instance seek to mitigate through any under spend elsewhere within the programme. If this cannot be accommodated, then as a last resort any over provision will be managed by limiting Providers to deliver their contracted outcomes.

10 EVALUATION

- 10.1 Provider response to this ITT will be subjected to a formal evaluation panel, the results of which will be used by Jobcentre Plus to form an assessment of a given Provider's ability to deliver the Pathways to Work service.
- 10.2 Contracts will be awarded on the basis of the most economically advantageous tender in each District and approved by Jobcentre Plus. The determination will be made via the application of a quality: price ratio of 60%: 40% price.

Evaluation of Quality

- 10.3 Tenders will be evaluated against key quality criteria set out in the method statement in this ITT. Jobcentre Plus evaluation teams will judge each tender against those criteria. Within their Tender Providers are encouraged to describe any innovative solutions that they believe will add value to the delivery of the programme. Bids will be evaluated and scored on the following basis:
- 10.4 **Risk - Score 0** The proposals fail to meet the requirement. Risks to the delivery of the service are identified or insufficient information is provided to give an assurance that the minimum requirement is met.

Partially Meets Requirement - Score 1-2 The proposals partially meet the requirements and further information may be required to clarify if the bidder can offer a service that fully meets the specification. Any discussions that take place at this stage are for clarification purposes only. Providers will not be able to make alterations to their bid after the tender return date.

Meets Requirement - Score 3-4 The proposals fully meet the requirements and offer a service that is good quality. The proposal provides sufficient detail and evidence to provide reassurance that it is deliverable and realistic

Added Value - Score 5-6 The proposals meet the requirements to deliver a good quality service, and offer a realistic prospect of performance in excess of the minimum standards. They offer added value in terms of detailed supporting evidence providing additional assurance around the quality of the proposals.

- 10.5 The weightings attached to each Question are as follows:

Criteria

Weighting

Criteria	Weighting
Performance, skills and experience of prime contractor, partners and sub-contractors	4

Service Delivery Model	4
Organisation Infrastructure, Management and Capacity for Delivery of Pathways	3
Human Resources for Pathways	3
Proposals to deliver the Work Focused Interviews	5
Proposals to deliver the Condition Management Programme	5
Proposals for Delivery of Tailored Job-focused Support and Customer Choice	5
Quality Standards and Evaluation	3
Implementation Plan to Delivery	2
Premises and Facilities	3
Record Keeping and Administration.	1

10.6 The scores in 10.4 and 10.5 will be multiplied together to give a total quality score out of 228. This will form 60% of the overall tender marks.

Evaluation of Price

10.7 Also, as part of the bid process providers are asked to give a total price for delivering the service in whichever district(s) they bid for. To get greater understanding of the price in relation to the service being offered, Jobcentre Plus will ask for costs to be separately identified and broken down across the three years of the contract. Provider will also be asked to state how many job outcomes they can achieve over the life of the contract. It is a prerequisite that Providers will complete the electronic pricing documentation contained within Section 4/5 of this ITT. ***Providers will also be asked to state how many job outcomes they can achieve over the life of the contract and the percentage of these outcomes that will be sustained.***

10.8 80% of the total contract price will be divided by the total number of job outcomes offered over the 3-year period to give a price per job outcome. 20 % of the total contract price will be divided by the number of sustained job outcomes offered over the three year period to give a price per sustained job outcome. The job outcome price will be added to the sustained job outcome price to give a total unit price. The lowest total unit price will score 100 marks and the rest will score as a % in relation to the lowest price.

This score will form 40% of the overall tender marks.

Next Steps

- 10.9 For each District the Providers' quality score will be added to their price score to form their overall tender mark. The preferred bidder will be the provider with the highest overall tender mark in each District.
- 10.10 In the event of two Providers achieving the same overall tender mark, preferred bidder status would be awarded to the Provider with the highest overall quality score. Section 4/5/6 of this document details in full the financial information (with supporting guidance on completion) Jobcentre Plus requires Providers to submit in support of their tender.
- 10.11 All Providers submitting a response will be notified of the outcome of the ITT process by **6 July 2007**. Those Providers selected to proceed will be assigned preferred bidder status and invited to go forward to Post Tender Clarification.
- 10.12 If TUPE is applicable, following evaluation the preferred Provider will be referred to the Government Actuaries Department GAD to determine the comparability of the Provider pension scheme with Jobcentre Plus. If GAD determines that the Provider pension is not comparable the Provider will be struck out of the competition and the next highest scoring Provider will be referred to GAD.

11 Transfer of Undertakings (Protection of Employment) Regulations (TUPE).

- 11.1 Providers attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) which may or may not apply to the service(s). As Jobcentre Plus will be neither the transferor nor the transferee of staff in the circumstances of any contract award as a result of this competition, consideration of TUPE in this case is a matter for bidders. It is therefore the responsibility of the bidder to consider whether or not TUPE applies in the specific circumstances of their tender.
- 11.2 Where the current service is being re-tendered, Jobcentre Plus will take reasonable steps to provide appropriate information about this service upon request.

12 POST-TENDER CLARIFICATION (PTC)

- 12.1 Preferred bidders will be required to meet at the earliest opportunity with Jobcentre Plus representatives to resolve any outstanding issues and finalise their proposals for delivery. This process is for the purposes of clarifying and supplementing the content of the tender and bidders will not be able to make changes to fundamental aspects of

their bid after the tender return date. Following satisfactory completion of this process, Jobcentre Plus may award a Contract for the delivery of this service.

13 FEEDBACK TO UNSUCCESSFUL BIDDERS

- 13.1 Following the award of Contract(s), written feedback will be made available to unsuccessful bidding organisations.

14 CONFIDENTIALITY & FREEDOM OF INFORMATION

- 14.1 Jobcentre Plus is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000. All information supplied by Providers as part of this competition will be treated as commercial in confidence until the bid assessment process has been completed and a contract awarded. Subsequently however, all information submitted to Jobcentre Plus may need to be disclosed in response to a request under the Act. If a request is received, we may also be required to disclose details of unsuccessful tenders.
- 14.2 Jobcentre Plus may also decide to include certain information in the publication scheme, which we maintain under the Act. If Providers consider that any of the information included in their tender is commercially sensitive, they must identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Providers should be aware that, even where they have indicated that information is commercially sensitive, Jobcentre Plus might be required to disclose it under the Act if a request is received. However, Jobcentre Plus would contact Providers to discuss any such request that is made
- 14.3 Please also note that the marking of any material Providers may submit as “confidential” or equivalent, whilst being noted by Jobcentre Plus, may have little weight if the information is requested.
- 14.4 Jobcentre Plus acknowledges that some elements of a tender, e.g. employees’ CVs, will be covered by the Data Protection Act and therefore these would not be disclosed under the requirements of Freedom of Information. In addition, Jobcentre Plus recognises that tender documents will be subject to copyright rules and therefore may not be photocopied for issue under the Freedom of Information Act.

15 ACCREDITATION

- 15.1 Providers should be aware that Jobcentre Plus would award contracts only to Providers that have been formally accredited to undertake specified work for Jobcentre Plus up to an agreed financial ceiling.

- 15.2 A private sector specialist company carries out the accreditation work on behalf of Jobcentre Plus.
- 15.3 Prior accreditation is not a pre-condition of responding to this Invitation to Tender, but Providers must be willing to undertake the accreditation process if they are selected as preferred bidders following the second stage of the bidding process.
- 15.4 Once a Provider has been accredited, the accreditation details will be held on a Provider Register and the Provider will not be required to submit the information again in order to bid for further contracts during the succeeding 12 months. However, Providers will be required to ensure that the information is updated on an annual basis.
- 15.5 Accreditation checks will be carried out on the following areas:
- Legal entity
 - Proof of insurance
 - Compliance with statutory requirements (Health and Safety, Equal Opportunities Policies, Sex Discrimination Act, Race Relations Act, Disability Discrimination Act)
 - Equality & Diversity requirements as detailed in Schedule 8 of the attached Terms & Conditions.
 - Financial Viability Risk Assessment
- 15.6 FE Colleges in England, Local Authorities, Higher Education Institutions and NHS bodies will not be required to submit financial information (unless the bid involves the use of a separate legal entity set up on a commercial basis).

16 DISCLAIMER

- 16.1. Jobcentre Plus does not make any representation or warranty as to the accuracy or completeness of the ITT or reasonableness of any assumption on which it is based. Jobcentre Plus accepts no liability to the Provider whatsoever and howsoever arising and whether resulting from the use of the ITT or any deficiencies in or omissions from the ITT.
- 16.2 Any terms and conditions and Schedules submitted to you during the procurement process are draft documents, unless stated expressly in writing to constitute a contract. They are subject to contract and without prejudice to Jobcentre Plus's legal position or that of any agent or representative of Jobcentre Plus.
- 16.3 Whilst all reasonable endeavours have been, and will be, made to inform Providers accurately of the requirements of Jobcentre Plus, Providers should form their own conclusions about the methods and resources needed to meet these requirements. In particular, Jobcentre

Plus accepts no liability for representations, writings, negotiations or understandings in connection with the procurement made by Jobcentre Plus (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it.

- 16.4 Any assumptions provided by Jobcentre Plus are intended only to assist the Tenderer in developing their Tender and are not intended to excuse the Tenderer from meeting all of its obligations under the Agreement or from any liability for its failure to do so.
- 16.5 Jobcentre Plus does not accept any responsibility for any estimates made by the Tenderer of resources to be employed in meeting Jobcentre Plus's requirements or for any other assumption that you may have drawn or will draw from any pre-contract discussions.
- 16.6 Statements by Jobcentre Plus (whether directly or by its agents or representatives) as to the future process and timing of the procurement reflect Jobcentre Plus's current intentions, and Jobcentre Plus reserves the right to vary the procurement procedure and/or timetable by notice in writing, including terminating it altogether.
- 16.7 Jobcentre Plus is not committed to any course of action as a result of issuing this ITT to participate in the procurement, any invitation to submit a proposal, negotiating with you in respect of the procurement or any other communication between Jobcentre Plus (whether directly or by its agents or representatives) and any other party. In particular, you should note that Jobcentre Plus:
- may choose not to accept any Tenders or proposals if Jobcentre Plus so decides; and
 - by issuing this ITT Jobcentre Plus is not bound in any way and reserves the right to accept part or all of any Tender submitted;
- 16.8 Jobcentre Plus does not undertake to accept any proposals detailed in any Provider's response to the Invitation to Tender.
- 16.9 Providers must note that a contract will not exist and work may not commence until a formal contract for Pathways to Work services between Jobcentre Plus and the successful Provider has been agreed and signed by both parties.
- 16.10 Jobcentre Plus reserves the right to limit the number of contracts we award to any one organisation following an assessment of their financial viability and capacity
- 16.11 Your participation in the procurement is conditional upon you agreeing to and complying with these conditions and instructions.

16.12 Failure to comply with these conditions and instructions shall entitle Jobcentre Plus, at its sole discretion, to cease to involve you in the procurement without liability on Jobcentre Plus's part.

17 PROVIDER CLARIFICATION PROCESS

17.1 All clarifications and questions should be sent by email to steelcityhouse-pvspathways@jobcentreplus.gsi.gov.uk and responses will be published on the Jobcentre Plus website. If a question is commercially confidential, please indicate this and if Jobcentre Plus is in agreement with this status then the response will only be issued to the bidder raising the clarification/question. All other questions and responses will be circulated to all other short listed organisations.

18 TIMETABLE

Issue ItT, Specification & draft Contract	<i>5 March 2007</i>
Responses to ItT	<i>25 April 2007</i>
Evaluation and Clarification	<i>May - June 2007</i>
Contract Award	<i>September 2007</i>
Transition	<i>September – December 2007</i>
Service Commences	<i>October – December 2007</i>

19 FURTHER ENQUIRIES

19.1 Having read this ITT and the associated outline specification (Section 2), Pricing model (Section 4), any Providers requiring further information to enable them to complete a response to the ITT document or to query any other aspect of this competition, please address your enquiry to:

Steelcityhouse-pvspathways@jobcentreplus.gsi.gov.uk

19.2 Providers should note that the closing deadline for submission of enquiries to which Jobcentre Plus will respond is noon **18 April 2007**. All enquiries from all Providers will be available on the Jobcentre Plus Partners Page at:

<http://www.jobcentreplus.gov.uk/JCP/Partners/index.html>

Annex 1

Revisions to Invitation to Tender

Revised sections of the ItT are clearly highlighted in ***bold italics*** for ease of reference, but in summary these are:

- Section 1** **Instructions to Bidders** – Overview of ESA revisions, bid compliance instructions, revised timescales and bid closing date.
- Section 2** **Outcome Based Specification** – Update on the development of ESA design, highlighting the immediate and future changes to the Pathways to Work model:
- eligible customers and work focused interview (WFI) regime
 - screening tool
 - sanctions regime
 - volumes
 - funding
- Section 3** **Specification Annexes**
- Annex 1 – Increase to volumes and ratios of mandatory/voluntary customers and outline of methodology
- Annex 2 – Additional Pathways to Work Funding and revised District Allocations
- Annex 5 - Impacts on Key Processes (WFIs, waivers & deferrals, and screening tool)
- Annex 6 – Further information on the design and development of ESA and Personal Capability Assessment
- Section 4** **Pricing Model Guidance** – Good practice additional worked example.
- Section 7** **Method Statement** – clarification of questions and opportunity for providers to demonstrate understanding of and proposals for delivery of ESA requirements