

Sub-contracting Tendering Policy

1.0 Policy Statement

- 1.1 Coventry & Warwickshire Chamber Training is committed to growing and diversifying the range of courses it delivers to widen participation, deliver to niche markets, engage in new and emerging markets and meet the regional and local economic development agenda. In order to achieve this, Coventry & Warwickshire Chamber Training has subcontract part of its provision to partner organisation(s) who can demonstrate high quality delivery.
- 1.2 This Policy is a mandatory requirement that must be in place prior to participating in any sub-contracting activity. The Policy has been written in accordance with the Education Skills Funding Agency's (ESFA) requirements as set out in the current Funding Rules.
- 1.3 The Policy applies to all third party sub-contracted supplier activity supported with funds supplied by the Education Skills Funding Agency or any successor organisations.

2.0 Overarching Principle

- 2.1 CWCCT will use its suppliers to optimise the impact and effectiveness of service delivery to learners. CWCCT will, therefore, ensure that:
- Supply chain management activities comply with the principles of best practice in the skills sector.
 - CWCCT will at all times undertake fair and transparent procurement activities, conducting robust due diligence procedures on potential subcontractors to ensure the highest quality of learning delivery is made available, demonstrating value for money and a positive impact on the lives of learners
 - The funding that is retained by CWCCT will be related to the costs of the services provided. These services, and the levels of funding being retained for them, will be clearly documented and agreed by all parties. The rates of such retained funding will be commercially viable for both sides and will be negotiated and agreed in a fair and transparent manner. They will be proportionate to the actual services being provided
 - Contract documents will require both parties to agree that the achievements of the sub-contracting are attained through adherence to both the letter and spirit of contracts or partnerships. Signatories therefore commit that all discussions, communications, negotiations and actions undertaken to build, maintain and develop supply chains will be conducted in good faith in accordance with the overarching principle.

3.0 Scope

3.1 This policy applies to all supply chain activity supported by funds supplied by the Education and Skills Funding Agency. This strategy covers two key areas of Subcontracting:

- Provision subcontracting where there is the delivery of full programmes or standards by the Subcontractor.
- Service subcontracting where the delivery of a service as part of the delivery of a programme such as procuring the delivery of part of an Apprenticeship or outreach support.

3.2 Within both of these cases, Coventry & Warwickshire Chamber Training retains full accountability for contract delivery and for direct delivery of some of the apprenticeship training and/or on-programme assessment associated with each employer's apprenticeship programme.

3.3 Coventry & Warwickshire Chamber Training will only use delivery subcontractors that satisfy one of the following three criteria:

- They are on the published Register of Apprenticeship Training Providers;
- They are either the apprentice's employer, a connected company or charity as defined by HMRC and are on the published Register of Apprenticeship Training Providers, having applied through the employer-provider application route; or
- They have applied to the RoATP subcontracting exception process and have been approved to be exempt from the requirement to be on this register and can produce written evidence, including its duration.
- They are not on the published Register of Apprenticeship Training Providers but will deliver less than £100,000 of apprenticeship training and on-programme assessment under contract across all main providers and employer-providers between 1 April and 31 March each year.

4.0 Subcontracting Rationale

4.1 Upon commencement of the subcontracting process, Coventry & Warwickshire Chamber Training will consider the case on a business based rationale to ensure that the subcontracting will be in the best interests of all parties.

4.2 Coventry & Warwickshire Chamber Training's rationale for subcontracting is:

- To enhance opportunities for learners
- To fill gaps in niche or expert provision, or to provide better access to training facilities
- To support better geographical access for learners
- To offer an entry point for disadvantaged groups
- To give consideration of the impact on individuals with shared protected characteristics

4.3 Coventry & Warwickshire Chamber Training will ensure that:

- The proposed delivery is in the best interests of learners and employers.
- The proposed delivery has a clear strategic fit with our mission, objectives and values.
- There is sufficient expertise within it's to quality assure the provision.

- There is sufficient staff resource in support areas to administer the processes.
- The Subcontractor is approved by our due-diligence process.
- The Subcontractor agrees to work within the terms of our contract.

4.4 Provision that meets one or more of the following criteria will be prioritised:

- It meets the needs of residents and employers of Coventry and Warwickshire and immediate region
- It supplements and does not duplicate Coventry & Warwickshire Chamber Training's curriculum offer
- It offers progression opportunities

5.0 Quality Assurance

5.1 Subcontracted partners will be expected to meet Coventry & Warwickshire Chamber Training's quality assurance standards with Coventry & Warwickshire Chamber Training being committed to supporting, developing and sharing good practice and professional development of staff through quality reviews, operational meetings, observations of teaching and learning and learner and employer feedback. The quality of provision will be monitored and managed through our existing quality improvement process with Coventry & Warwickshire Chamber Training's Self-Assessment Report / Quality Improvement Plan process ensuring continuous improvement in all parts of the learner journey.

5.2 Sub-contracted provision will only be supported with organisations which can demonstrate the actual achievement of, or the potential to rapidly achieve, good quality teaching and learning and success rates which achieve national averages. There is a robust due diligence process to support new and renewing contracts, and this includes financial audit and compliance checks, previous delivery models and outcomes and checks for staffing, health and safety and qualification compliance.

5.3 CWCCT ensures that its sub-contractors are included in CWCCT's quality systems and are audited and supported by CWCCT to follow this process. Practices follow a planned quality assurance calendar in which actions include spot checks, register compliance, learner voice, lesson observations, and feedback of tutorials and feedback. Regular contract meetings review progress, and monitoring activities are held and reviewed. The contract will highlight clear guidance on actions to take when quality concerns are raised, and mitigation when internal and external changes may impact upon delivery and outcomes.

5.4 Sub-contractors will collect, retain and submit to CWCCT on request all relevant documents and evidence of student activity. This will be in line with GDPR regulations.

5.5 Coventry & Warwickshire Chamber Training's Contract Manager will be responsible for monitoring the delivery of the contract, liaising with subcontractor leads, authorising payments within the agreed terms and conditions, reviewing performance and agreeing contractual changes which do not materially affect the rationale of the contract.

6.0 Publication of Information Relating to Sub-contracting

6.1 In compliance with ESFA and other agency funding rules that apply, CWCCT will publish its sub-contracting rationale, Fees and Charges Policy and actual end-of-year sub-contracting fees and charges (and in the case of actual end of year data, as required by ESFA). This will only relate to 'provision subcontracting' i.e. subcontracted delivery of apprenticeships. Provision subcontracting lists will be agreed with local ESFA officials prior to publication.

6.2 CWCCT will ensure all actual and potential subcontractors have access to this policy and any other relevant documents.

6.3 Coventry & Warwickshire Chamber Training retains a training services fee from subcontracted partner organisations, with this no more than 17.5%. The fees charged reflect the cost of the procurement process, the delivery of training services including data returns to the ESFA, learner progress reviews and training delivery.

6.4 Subcontractors will receive a high level of support and guidance and access to Coventry & Warwickshire Chamber Training's systems, including:

- Quality management systems.
- Certification and registration with awarding bodies if required.
- Management Information Services and data control advice.
- Audit of management systems and delivery and observation of teaching, learning and assessment.
- Safeguarding of Young People and Vulnerable Adults procedures.
- Health and Safety compliance.
- Teaching, Learning and Assessment observations and coaching.
- CPD Opportunities and planned training and development.
- Policy development.
- Support with Funding Rules compliance.
- Regular national updates regarding funding and policy guidance.
- Equality and diversity support.
- Administration of grant processes.
- Provision of a suitably qualified/experienced liaison officer.
- Advice and guidance at pre-contract stage and due diligence assessment.
- Enrolment support (e.g. provision of paperwork, advice and guidance on student eligibility) and processing of enrolment documentation.
- Data and financial management – timely and accurate processing and submission of data to enable drawdown of funds from the funding bodies and analysis to ascertain funding earned by sub-contractor and calculation of success rates.
- Provision of class lists.
- Regular review meetings and performance reports

6.5 Not all Subcontractors are charged the same training services fee with the differences being dependent upon the level of support and input required, the experience of the Subcontractor, their target learners; their track record, success rates and the level of risk as determined by the due diligence process.

7.0 Provision to be Sub-contracted

7.1 CWCCT sub-contracts the following provision:

Provision	Justification
Level 2 Accountancy AAT	Fill gaps in expert provision; enhances the opportunities for learners; provides better access to training facilities
Level 3 Accountancy AAT	
Level 4 Accountancy AAT	
ACCA	
Engineering Apprenticeship Level 3	

8.0 Tender Process

8.1 CWCCT will invite potential providers to participate in the tendering process. The process will involve the completion of the Invitation To Tender which can be found at Appendix 1 together with the Statement of Tender, see Appendix 2. The Conditions of Tender can be found at Appendix 3.

8.2 CWCCT will judge each application against a scoring matrix, see Appendix 4. All providers whose tender has been successful will be notified within 10 days of the closing date.

8.3 Note that CWCCT will remain responsible for ongoing quality assurance activities and will charge a management fee, between 10% and 17.5%, unless agreed otherwise.

9.0 Sub-Contractor Requirements

9.1 Sub-contractors are required to ensure:

- CWCCT is provided with Individual Learner Record (ILR) data to accurately reflect the agreed sub-contracted delivery
- CWCCT and funding agencies (or other bodies nominated by CWCCT or agencies) have access to the sub-contractor's premises and all documents relevant to tracking learner's progress, funding claims and any other purpose relating to the agreed sub-contracted delivery
- CWCCT has access to the sub-contractor's premises to monitor and quality assure the delivery of learning, including interviewing staff and students and directly observing the initial guidance and assessment (IAG) process
- All learners sign a learning agreement at the time of enrolment reflecting the outcome of initial guidance and assessment (IAG) and setting out their learning programme
- The agreed sub-contracted delivery is not further sub-contracted
- Funding for the agreed sub-contracted delivery is not "double-funded", i.e. learners are not funded by the ESFA at any other institution

10.0 Monitoring, Review and Risk Management

10.1 Any prospective sub-contractor will be required to complete CWCCT's Due Diligence Questionnaire to assess the level of risk should CWCCT decide to enter a contractual agreement with that organisation.

10.2 Provision funded through the ESFA must comply respectively with the ESFA Funding Rules and ESFA Funding Guidance (sub-contracting control regulations) and any updates published by the funding agency during the year.

10.3 Sub-contractor performance will be monitored on an ongoing basis. Feedback on performance will be provided in writing, at face to face meetings, by telephone or e-mail. The methods used will be dependent upon the circumstances at any point in time. Feedback will also be provided at periodic contract performance review meetings.

10.4 The Executive Director will assess the extension of new services within the context of an existing contract through market testing and value for money criteria.

10.5 Contributory risk factors that are used to identify the initial level of risk associated with a prospective sub-contractor will include:-

- Previous track record/performance
- Staff qualifications and experience relevant to delivery of agreed programmes
- Results of EV reports
- Financial standing of the sub-contractor
- Length of sub-contractor's existence
- Contract size with regard to both funding and learner numbers
- Standards of internal quality assurance by sub-contractor
- Any previous OFSTED judgement/s
- Profile of learners
- Experience of working with ESFA funding methodology and requirements
- Geographic location, particularly for ESFA funded provision, to ensure provision is not outside of CWCCT's normal recruitment areas

During the period of contractual agreement CWCCT will, on an on-going basis, also monitor the level of risk through:-

- Observations of teaching, learning and assessment
- Qualification achievement rates
- Actual income against contract target funding income.
- Standards of internal quality assurance (both curriculum and administration)
- Learner feedback (at workplace or by telephone or online learner surveys)
- Employer feedback (where appropriate)
- Learner progression

10.6 The risk factors associated with each sub-contractor will be discussed and recorded at review meetings and, where necessary, actions identified for the sub-contractor to undertake in order to reduce the level of risk.

10.7 Where a subcontractor is found to be providing a supply of services that does not meet agreed targets and expectations of quality, CWCCT can terminate any agreements.

- 10.8 CWCCT can terminate any agreements. CWCCT may seek recovery of funds particularly where the funding agencies' conditions of funding have not been met or there is any other irregularity.
- 10.9 The Executive Director is the first line of escalation in relation to risk governance, followed by the Chamber of Commerce CEO and finally CWCCT's Board of Directors.

11.0 Fees & Payment Arrangements

- 11.1 Payments are made on a monthly basis by the end of the following month in which the activity is successfully processed and uploaded to the ESFA by Coventry & Warwickshire Chamber Training.
- 11.2 Following validation of the evidence in the ILR return, Coventry & Warwickshire Chamber Training will make the appropriate payment to the Subcontractor based on the level of income calculated by the validation process in that month less the agreed management fee.
- 11.3 Payments are made by BACS within 30 days of invoice.
- 11.4 Coventry & Warwickshire Chamber Training expects that the Subcontractor will fully engage in the assessment of accuracy of payments and they therefore have the responsibility to review their monthly remittance advices to identify any inaccuracies.
- 11.5 Payments will be made on submission of invoice by the subcontractor.
- 11.6 The management fee will range between 10% - 17.5%. The percentage will be determined by the extent of support provided and the level of risk.
- 11.7 Payment changes after the contract is let, for example from contract variations or benchmarking/ market testing, will be made using contractual provisions and demonstrate value for money.

12.0 Additional support for Sub-Contractors

- 12.1 The additional support given to each subcontractor will be negotiated with that sub-contractor, but will be based on a risk approach and may include:
- Elements of the apprenticeship
 - Additional site visits
 - Additional lesson observation
 - Additional tutor support
 - More rigorous verification

13.0 External Assurance

- 13.1 CWCCT will undertake external assurance through an independent auditor to review sub-contracted delivery controls over all ESFA funded provision in line with guidelines for the current academic year.

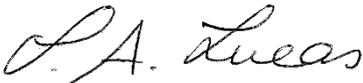
14.0 Policy Communication

14.1 The Policy will be discussed with current and future Subcontractors during contract review meetings and reviewed at least annually in July of each year. Any changes will be notified to subcontractors as part of their regular performance review or via separate correspondence. This policy is published on Coventry & Warwickshire Chamber Training's website (policy section).

15.0 Disclaimer

15.1 CWCCT reserves the right to amend its sub-contracting arrangements at any time in accordance with the requirements of the funding bodies and the terms and conditions contained in its standard contract or sub-contracted provision.

16.0 Executive Authorisation

Signed: 
(Executive Director)

Date: **1st August 2022**

Appendix 1 – Invitation To Tender

Q1 - Organisation Name

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Q2 - Registered Address

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Q3 – Companies House and/or Charity Commission Number and UK Provider Registration Number (UKPRN)

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Q4 – Parent Company Name (if applicable)

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Q5 – Parent Company Address (if applicable)

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Q6 – Details of Affiliations / Registrations / Approvals

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Q7 – Summary of Principal Activities (200 words max)

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Q8 – Summary of Experience in Delivering Educational Activities (300 words max)

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Q9 – Retention Rates

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Q10 – Achievement Rates

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Q11 – Description of Known Progression (HE, Apprenticeships, Employment etc.) and Percentage of Positive Progression (300 words max)

Q12 – Summary of Quality Management and Improvement in FE Delivery (400 words max)

Q13 – Summary of Staff Experience and Qualifications (200 words max)

Q14 - Summary of relevant physical resources and any relevant photos (200 words max)

Q15 – Provision to meet tender request (500 words max). Must include recruitment, quality delivery, learner experience, delivery location considerations.

Please also state min/max group sizes that you are able to support and deliver high quality training to.

Pricing - Please provide the required pricing information. This section has a maximum weighting of 30%.

Please provide the following documents with your Invitation to Tender:

- Latest annual accounts
- Current insurance policies
- CVs and qualification evidence for staff
- Quality evidence from awarding bodies
- Signed Statement of Tender – Appendix 2
- 1 external references from professionals/ providers you have worked with, including quality delivery and outcomes

Appendix 2 – Statement of Tender

To: Coventry & Warwickshire Chamber Training

Dear Sirs

1. I/we have read the information provided in your Invitation to Tender and, subject to and upon the terms and conditions contained therein, I/we offer to supply the services described in the said tender documents in such manner as may be required.
2. The prices quoted in this Tender are valid for acceptance for 90 days from the final day for submission of Tenders and I/we confirm that the terms of the Tender will remain binding upon me/us and may be accepted by you at any time before that date.
3. Law: I/we agree that the construction, validity, performance and execution of any contract that may result from this Tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
4. I/we agree to bear all costs incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.
5. I/we agree that any other terms or conditions of the agreement or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender, shall not be applicable to this Tender or Contract.

* Please delete as applicable

Signature:

Print Full Name:

Date:

In the capacity of:

(Please state official position, e.g. Director, Partner, etc.) being a person duly authorised to sign tenders on behalf of:

Organisation Name:

Address:

Appendix 3 – Conditions of Tender

1. Enquiries Concerning the Tender

All communications in connection with this Tender or the Invitation to Tender should be made via email to the Executive Director:

lucas.s@cw-chambertraining.co.uk

Unless the query clearly contains the Tenderer's intellectual property, the response by CWCCT as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query.

2. Independent Tender

By submission of a Tender, the Tenderer warrants that:

- (a) The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed.
- (c) No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

3. Preparation of Tender

3.1 Cost of Tender

CWCCT will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery or in the evaluation of the Tender.

3.2 Validity Period of Tender

All details of the Tender, including prices and rates, are to remain valid to acceptance for 90 days from the tender delivery date.

4. Delivery of Tender

4.1 Number of Copies

Please submit an electronic copy of the Invitation To Tender, including supporting documents, and the Statement of Tender by email by the delivery date and time.

4.2 Delivery Date and Time

The Tender must be received by (time) on (date)

4.3 Delivery Address

Tenders should be sent by email to enquiries@cw-chambertraining.co.uk

The words "Tender for Subcontracting" should be the subject line for the email.

5. Treatment of Tender

5.1 CWCCT's Discretion

CWCCT does not undertake to accept the lowest Tender, or part or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between CWCCT and the Tenderer. CWCCT reserves the right to accept any part, all or none of any Tender or Tenderers at its sole discretion.

5.2 Incomplete Tender

Tenders may not be considered if the complete information called for is not given at the time of tendering.

5.3 Results of Tendering

CWCCT will consider all tenders correctly submitted and will select one with a view to reaching a contractual agreement subject to clarification of any outstanding matters. When the final decision regarding the result of the Invitation to Tender has been taken, all Tenderers will be informed in writing whether or not they have been successful.

Appendix 4 – Scoring Matrix

Name

Organisation Name	
Organisation Address	
Parent Company Name	
Parent Company Address	
Company Registration number	
Confirmation of 3 years audited accounts	

ITT Question	1 point	2 points	3 points
Affiliation /registrations		OFSTED, Vocational relevance / subject specific	RoTAP
Principal Activities	Non training/education	Training/ leisure courses	Education and training
Experience in education	Under 1 year	1-2 years	3+ years
Retention	Below 85%	86-90%	90 +%
Achievement	60-65%	66-76%	77%+
Progression	60-65%	66-76%	77%+
Quality Management	Basic quality policy	Evidence of observations	Self-assessment; QIP
Staff Experience	All staff have sector experience	All staff have sector experience and training/teaching qualifications	All staff have sector experience and qualifications level 4+; Assessor Award; IQA Award
Ability to Offer the Tender Specifications	Meets minimum requirements	Meets minimum requirements and adds some additional benefits	Meets minimum requirements and adds significant benefits

Appendix 5:

Current Subcontractor(s):

Midland Group Training Services

UKPRN:

10004355

Contract Start Date:

1st August 2022

Contract End Date:

31st July 2023

Type of Provision:

Apprenticeships

In 2021/22, the following earnings and payments were completed:

Total Earnings: £128,796.37 Payments made:£106,257,01 Retained income:£22,539.36

In 2020/21, the following earnings and payments were completed:

Total Earnings: £167,656.18 Payments made:£138,316.35 Retained income:£29,339.83

In 2019/20, the following earnings and payments were completed:

Total Earnings: £192,034 Payments made:£158,428.05 Retained income:£33,605.95

Kaplan Financial Service

UKPRN:

10000446

Contract Start Date:

1st August 2022

Contract End Date:

31st July 2023

Type of Provision:

Apprenticeships

In 2021/22, the following earnings and payments were completed:

Payments made: £84,450.00

In 2020/21, the following earnings and payments were completed:

Payments made: £52,702.40