

Annex 1: Specification

1. Background information

- 1.1 Hampshire County Council ('the Council') covers most of the historic county of Hampshire, in southern England. It has a mix of urban and rural areas and lower-than-average unemployment, but with significant economic disparity across the 11 districts and boroughs.
- 1.2 Hampshire County Council currently works across two Local Enterprise Partnerships (LEP)s. Solent LEP covers the south of the county, including the unitary areas of Portsmouth, Southampton, and the Isle of Wight; and Enterprise M3 covers the northern half, stretching into Surrey. The council has strong partnerships with Suppliers and employers, and good skills programme networks.
- 1.3 The Council developed a skills strategy and action plan in 2019/20 (attachment 1) which involved labour market research, analysis of Further Education (FE) provision and stakeholder workshops. It sets out the local ambitions through to 2030, with three headline priorities:
 - A future-proofed, demand-led employment and skills system which reflects current and future need, is strongly integrated with the needs of employers, and ensures that 'supply' and 'demand' work more effectively together.
 - An inclusive labour market which addresses some of the structural inequalities that exist here. There are some significant pockets of deprivation – for example, in Winchester about 60 per cent of the population has a Level 4 qualification, but in Havant about 20 per cent.
 - A high-quality skills infrastructure and facilities – ensuring that facilities are fit for purpose now and into the future, particularly around the technical education agenda.

2. Skills Framework Vision

- 2.1. The Council is in a unique position to create partnerships and commission skills-based opportunities to meet identified skills and recruitment needs. These could include staff retention, raising aspirations, attainment levels and attracting new talent to the workforce in organisations covered by the geographical spread of this framework.
- 2.2. The Council's vision is to provide a mechanism to maximise workforce capability by seeking to offer projects and create partnerships to all those who can benefit regardless of age or background.
- 2.3. The overall outcome of this framework is to:

Establish a Skills based procurement solution that will facilitate project partnership working as well as a mechanism to commission current and future skills-based initiatives that will meet both local and national priorities and have a positive impact on residents in Hampshire and surrounding areas.

3. Procurement Solution – Aims and Objectives

- 3.1. This new framework aims to build on the experience from previous skills-based frameworks. Lessons learned, positive and otherwise, including market testing has informed the Council's approach to this procurement solution.
- 3.2. The aim is to ensure that the Council has the breadth and flexibility of potential partners and provision available, where demand is identified, and to support skills and partnership working in line with funding organisational requirements.
- 3.3. This new framework aims to be flexible, accessible and be able to facilitate the implementation of projects at speed, as well as accommodating changes in local government structure.
- 3.4. It will simplify and accelerate procurement processes for potential Partners/Suppliers by procuring several projects via one procurement route.
- 3.5. The aims of the procurement solution are to appoint Partners and/or Suppliers who:
 - Will create a network of potential Partners/Suppliers to deliver innovative skills-based initiatives/bids at speed, for example but not limited to Skills Bootcamps, Multiply or sector-based pre-employment programmes.
 - Will work in partnership with the Council to develop, promote and evaluate initiatives, which includes activities such as but not limited to marketing of programmes/support, events, awards, information sessions, including case studies and evaluation.
 - Support and advise the Council to demonstrate maximum value for money and measure social impact.

4. Framework Scope, Value & Lots

- 4.1 This framework is for the use of Hampshire County Council only and relates to the delivery of training and skills development activities both online, in person and a hybrid of both delivery methods, to residents and businesses across the entire county of Hampshire including Southampton, Portsmouth and the Isle of Wight. Delivery may also be required in Counties bordering Hampshire (i.e. Dorset, Wiltshire, Berkshire, Surrey and West Sussex).
- 4.2 The Framework will be for a period of 10 years and have a maximum value of up to £100 million.
- 4.3 This framework is Lotted (see table below) by business type and suppliers are requested to apply for **one Lot only** which best reflects their business type.

Lot Name
Lot 1: Further Education Colleges
Lot 2: Private Sector Training Suppliers (e.g. PLC, Ltd, LLP etc.)
Lot 3: Higher Education Establishments
Lot 4: Academy Schools and other educational establishments (not covered in Lots 1 & 3)
Lot 5: Community/Charity organisations which are 'not for profit'
Lot 6: Other Public Sector Organisations (not covered by other Lots)
Lot 7: Employer Representative Groups – i.e. organisations who support industry to employ a skilled, competent and inclusive workforce now and in the future.

- 4.4 For information regarding the structure of the Framework and the processes for how awards under the framework will be made, please see ITT Annex 5 Framework Governance Guide.

5. Requirements of Framework Suppliers

Health & Safety

- 5.1. All parties are required to report any health and safety issue or complaints to the Framework Manager as soon as the issue or complaint becomes known. The Framework Manager may need to refer the issue and/or complaint to the relevant external agencies and/or Officers of the Framework Manager to investigate and take the necessary action.

Insurances

- 5.2 The Supplier shall at its own cost effect and maintain with a reputable insurance company policies of insurance providing as a minimum the following levels of cover:

- Public Liability insurance with a limit of indemnity of not less than £5,000,000.00 in relation to any one claim or series of claim;
 - Employer's Liability insurance with a limit of indemnity of not less than £5,000,000.00 in relation to any one claim or series of claim;
 - Professional Indemnity insurance with a limit of indemnity of not less than £2,000,000.00 in relation to any one claim or series of claims which shall continue to be maintained for such period after the expiry of the Framework Agreement as is sufficient to satisfy proper claims made during the period of limitation applicable to a claim in contract or in tort and shall ensure that all professional consultants and sub-contractors involved in the provision of the Services hold and maintain appropriate cover for a minimum of 6 years following the end of the financial year in which the last Funding payment is made.
- 5.3 The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Framework Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.
- 5.4 The Supplier shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the required insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 5.5 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances set out above the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 5.6 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Framework Agreement.
- 5.7 Successful suppliers must ensure that contact and organisation status information is kept up to date. The Council will issue call off using the framework information, sometimes with very short response times, and keeping the information current will give suppliers the best opportunity to be aware of call offs.

6. Provision: Funding requirements

- 6.1. Suppliers must:

- Collate and submit to the Council all data required to support delivery and evaluation as specified at Call off by agreed deadlines.
- Undertake, fulfil, and implement all project funding requirements as detailed in each call-off for example but not limited to current ESFA funding rules.
- Ensure that any professional standards required for delivery are maintained throughout contract delivery, for example, but not limited to, OFSTED grading.

7 Quality Assurance and Improvement

- 7.1 All Suppliers are required to participate in Quality Performance Reviews with the Council to review progress and activity against delivery, no less than three times annually.
- 7.2 All Suppliers will be required to provide all information reasonably required by the Framework Manager and/or funding requirements to monitor, audit or inspect the services and ensure compliance with the Framework Agreement and/or any Framework Orders.
- 7.3 The Supplier will be required to implement any action plans arising out of an audit or monitoring visit carried out by or on behalf of the Framework Manager and/or ESFA and/or Ofsted. Action plans must include a reasonable completion date which will be agreed by all relevant parties.

8 Safeguarding and Prevent Duty

Safeguarding

- 8.1 All Framework suppliers must ensure that:
- i. All Suppliers/partners are required to comply with the Councils standards on safeguarding for both Children and Adults. Failure to comply and maintain these standards will result in breach of contract.
 - ii. Referrals are to be made at the earliest opportunity to the Councils Safeguarding Team(s) in all cases where there are indications that abuse/neglect may have taken/is taking place.
 - iii. All local safeguarding policies, processes and guidance must be adhered to.
 - iv. All duties under the Care Act 2014 and Children and Families Act 2014 must be adhered to.

- v. When required Suppliers must undertake standard and enhanced DBS checks as per ESFA regulations for those individuals that would work with children and vulnerable adults, including their data.

Prevent Duty

8.2 All framework suppliers must ensure that:

- i. A Prevent policy is in place and this supports both the law on Prevent and the Hampshire & Isle of Wight Prevent strategy and that this is widely publicised, accessible, and available to all its staff and its volunteers.

9 Equalities

9.1 Partners/Suppliers are required to comply with the Equality Act 2010 and the Councils equality standards.

10 Framework Performance Monitoring and Compliance

10.1 The Framework Manager will monitor the performance of Suppliers on an annual basis. The Framework Manager may:

- i. Undertake due diligence to ensure Suppliers/Partners continue to meet the Minimum Requirements for example, but not limited to, maintaining minimum insurance levels.
- ii. Review Management Information to ensure it meets the requirements.
- iii. Review complaints received to determine if there are areas for concern and remedial action taken.
- iv. Seek evidence of continuous improvement and their impact.

11 Framework Contract Management and Management Information

11.1 Suppliers/partners are required to appoint a Contract Manager (CM) to act as a single point of contact for all matters arising regarding activity under this Framework Agreement.

11.2 The Contract Manager must be of sufficient seniority and experience to be able to make decisions on behalf of the Supplier/partner on the day-to-day operations of the Framework Agreement.

11.3 The Contract Manager will attend meetings as arranged, to review the performance of the provision and to discuss matters arising generally. Meetings will be held at Hampshire County Council's Head Offices in Winchester unless agreed otherwise.

11.4 Suppliers have an obligation to advise the outcome of any ESFA reviews and immediately inform the Framework Manager.

12 Sub-Contracting

12.1 Where sub-contractors are proposed these must be agreed in advance with the Framework Manager and must meet the minimum standards as set in framework. Suppliers/partners should ensure that they adhere to relevant funding project sub-contracting terms as detailed at Call off.

13 Access and Communication

13.1 Suppliers will be required to take a proactive approach and ensure that all relevant parties are able to provide feedback on the services provided, be able to share their experiences. This feedback should be used by Suppliers to continually improve the services offered.

14 Complaints Procedures

14.1 Suppliers/partners must have an effective complaints policy and procedures in place. The key principles underpinning the Supplier's policy and procedures should be:

- A well-publicised and easily accessible complaints procedure that demonstrates accountability which can be shared with the Framework Manager upon request.
- A customer centric approach that allows the Council and/or learners the ability to complain in any way they choose.
- A focus on timely resolution, with a commitment to meet the Framework Managers required outcome.
- Procedures that escalate the complaint if the Framework Manager is dissatisfied with the response.
- Cooperate with the Framework Manager on any ombudsman investigations.

15 Data Protection and Freedom of Information

15.1 Suppliers will be subject to the relevant Data Protection legislation (i.e. General Data Protection Regulations) and any subsequent legislation that applies during the life of the framework.

15.2 All Suppliers will also be subject to the Freedom of Information Act 2000 (and any subsequent future legislation) and will be required comply with the legislation and support the Authority in any FOI matters dealing with requests as needed and in a timely manner.

16 Intellectual Property

- 16.1 If the Council jointly develops any resources and/or programme/s, the Supplier must inform the Framework Manager of its intention to deliver to other learners for the purposes of seeking to record the impact and benefits of its wider use.
- 16.2 The Framework Manager may also request that branding is jointly used with that of the Partner/Supplier on all promotional/training materials relating to the jointly developed programme/s.
- 16.3 Partners/Suppliers will need to adhere to all branding guidelines as detailed in each Call off reflecting funding requirements.

17 Use of the Council's branding

- 17.1 The Council's branding cannot be used on any website, in a publication, or in any other medium without first seeking written permission. All permission must be discussed and agreed with the Framework Manager.
- 17.2 If permission is granted, the correct version along with guidance on how to display the Council branding will be provided. The Framework Manager does not permit organisations to use its branding to endorse products or services nor does it allow the branding to be altered or recreated.

18 Framework Expiry Arrangements

- 18.1 At the expiry of this Framework Agreement, any call-off contracts will be completed by the Partner/Supplier including those which extend beyond the term of the framework.

19 Green Agenda & Climate Change

- 19.1 On 17 June 2019, Hampshire County Council declared a climate emergency: Councillor Rob Humby, Deputy Leader and Executive Member for Economy, Transport and Environment at Hampshire County Council, said:

“Environmental stewardship is fundamentally important to our future. The biggest threat to our environment and way of life is climate change. Today, we have committed to establishing a clear action plan which will truly embed carbon reduction measures across the County Council and make Hampshire more resilient to the impacts of a changing climate. “We know we can’t do this on our own – we will need to work with our partners, businesses and communities to establish effective ways action can be taken and results can be realised.”

- 19.2 Partners/Supplier are expected to support any future actions to tackle the climate emergency. See also the [Interim Progress on Climate Change Strategy and Action Plan](#) of 6 January 2020. Partners/Suppliers should look to find ways

of delivering the service that minimise the environmental impact, for example consolidated days for learning or on-line resources that would reduce travel requirements.