

Wave 3 T Levels Awarding Organisations Procurement Information Memorandum

1 Purpose of this document

This Information Memorandum provides information in relation to the market engagement exercise being run by the Institute for Apprenticeships and Technical Education (“Institute¹”) in relation to the planned Wave 3 T Levels Awarding Organisation procurement.

This document:

- provides background information on the T Levels programme and the context for the procurement;
- explains the process for the Market Engagement, including supplier 1:1 sessions (and how organisations can book one of the limited number of spaces available on those days);
- provides an update on the current proposals in relation to the procurement;
- confirms when further information will be made available, together with planned next steps;
- sets out the terms and conditions which apply to this market engagement process (see Annex 3); and
- confirms how you can provide feedback to the Institute as part of this process.

2 Background to the T Levels procurement

2.1 Introduction

- 2.1.1 The report of the Independent Panel on Technical Education (“the Sainsbury Report”) recommended a new system of Technical Education that would introduce a high quality technical option alongside an academic option for students aged 16 and above. The Government’s Post-16 Skills Plan committed to these recommendations, which were enacted through the Technical and Further Education Act 2017.
- 2.1.2 The Government’s aim is to reform the post 16 education system so that options for 16 year olds are radically simplified. Students will be able to choose from an academic study programme (primarily through A levels), or a technical option (primarily through a T Level study programme or an apprenticeship).
- 2.1.3 All young people will have access to high quality education programmes that give them the chance to succeed, wherever their aspirations lie. The Department for Education (“Department”) is unashamedly ambitious for the new Technical Education system. The Department is not setting out to make incremental improvement, but rather to make a transformational change to the quality of the system, achieving parity of esteem between academic A-levels and Technical Education routes. The Department will achieve this by
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simplifying the options available to students, promoting high quality provision, and removing poor quality provision.

- 2.1.4 As set out in the T Level Action Plan, A levels and T Levels will exist as high quality, rigorous, level 3 study programmes. Although A levels and T Levels will support entry to degree level higher education, T Levels will primarily support entry to skilled employment in technical occupations at level 3 and above. They will also support progression to higher education options including higher technical qualifications, higher apprenticeships, degree apprenticeships, and technical degrees, including through Institutes of Technology and National Colleges. Both A levels and T Levels will be prestigious programmes for ambitious students who want to progress into rewarding careers. Just as the Department has raised standards in primary and secondary education, including GCSE and A levels, the introduction of T Levels alongside A levels will ensure high standards and rigour across post-16 education. The Department and Institute are determined that all young people will have world-class choices available to them.
- 2.1.5 T Levels are a classroom-based technical study programme. They will be available alongside apprenticeships as one half of a high quality Technical Education offer. Both T Levels and apprenticeships will provide in depth technical training via two different routes. Apprenticeships are employment with training, and apprentices specialise in one occupation as they learn on the job. T Levels will be primarily studied at an education or training provider. Students will study a broad occupational area before specialising, and will have the opportunity to apply their knowledge and skills on a substantial industry placement.
- 2.1.6 As set out in the Technical and Further Education Act 2017, approved Technical Education qualifications (which will form part of T Levels) and apprenticeships will be based on the same set of employer designed standards. The Institute (which will become the Institute for Apprenticeships and Technical Education) will approve and manage the development of standards and in turn the content of the T Levels.
- 2.1.7 We want students who complete T Levels to be able to move into apprenticeships at level 3, 4 and above, or progress to further specialist technical qualifications at higher levels or higher education.
- 2.1.8 T Levels will develop in-depth knowledge and skills, and we want students who take them to be highly prized by employers. The goal is for T Levels to be valued as highly as apprenticeships and academic programmes, improving social mobility and enabling students from all backgrounds to reach their potential. They will also benefit employers, who will have access to more highly skilled young people across different areas of our economy. A variety of T Levels will eventually be available to all students, regardless of where they live. It is the Department's intention for T Levels to replace most current technical qualifications available to post 16; the Sainsbury Report highlighted that many of these qualifications are not understood or sought by employers.
- 2.1.9 The introduction of T Levels must simplify our qualifications system. In future, as T Levels are introduced, we expect the majority of funding for post 16 students studying level 3 qualifications to be directed to T Level and A level programmes. The Department recognises that there may be a need to fund some other qualifications in addition to A levels and T Levels, but is keen to ensure that the system is as simple as possible and that other qualifications offer the best possible opportunity for young people. Therefore, the Department will review the

range of qualifications currently funded by Government and the role of Applied General Qualifications. The proposal is that the review should be guided by three key principles in assessing continued funding: they have a distinct purpose, and are truly necessary in the new simplified system; they are good quality; and they support progression to good outcomes.

- 2.1.10 The Sainsbury Report suggested that four of the 15 Technical Education routes would only be delivered through apprenticeships. It is not the expectation to see T Levels offered in the 'apprenticeship only' routes. However there may be a limited number of occupations in these routes in relation to which the Department will fund qualifications.

2.2 The components of the T Level programme

- 2.2.1 T Levels will follow a study programme format, designed to deliver the skills, knowledge and behaviours required for skilled employment. T Levels will each follow the same broad framework. Each programme will consist of five components:

- an approved technical qualification ("Technical Qualification");
- an industry placement;
- Maths, English and Digital requirements;
- any other occupation-specific requirements and/or qualifications, as set out by the relevant T Level panel;
- any further employability, enrichment and pastoral ("EEP") provision (as required in all study programmes)

- 2.2.2 On average, it is expected that each T Level will consist of 1,800 hours over two years. T Levels will differ in size to reflect the requirements of different occupations. It is expected that the total time for the Technical Qualification will fall between 900 and 1,400 hours. The remainder of the programme time will be made up of the other components listed above.

2.3 The process for developing T Levels

- 2.3.1 The Institute will manage the process of developing content for new T Levels through appointed T Level panels, consisting of experts in relevant occupations and industries. The T Level panels will set out the knowledge and skills required for each T Level, based on the standards developed by employers and others.
- 2.3.2 An occupational map has been developed for each Sainsbury route. This map breaks the route down into a number of occupations, and closely-related occupations are grouped together into pathways. We expect there to be one or a small number of T Levels to be developed per pathway. There were 15 routes set out in the Sainsbury report and, in line with the report's recommendations, we expect that T Levels will be developed in 11 of these routes.
- 2.3.3 The final outline content for the third wave of T Levels, scheduled for teaching in September 2022, are still in consideration. The potential pathways may be in any of the following: Engineering & Manufacturing, Legal, Financial &

Accounting, Agriculture, Environmental & Animal Care, Business & Administration, Hair & Beauty, Creative & Design, Catering & Hospitality. This would be confirmed on our online e-tender portal (ProContract) through the Virtual Data Room (“VDR”) as soon as the decision has been finalised.

2.3.4 Employer-led T Level panels use a consistent process to develop T Level content. This follows the following principles:

- T Level panels use the approved standards, which have been developed by apprenticeship trailblazer groups, as a basis for outline content, and we will ensure that this process is responsive to new and revised standards;
- The content of Technical Qualifications will vary depending on the requirements of the occupations relevant to each T Level. For the T Levels taught from September 2022, the scope of each Technical Qualification will be at pathway level. T Level panels have designed the outline content to ensure that it meets the needs of their industry, so that young people will learn the skills that enable them to secure employment. The outline content has also been reviewed by delivery and assessment experts to ensure that it is deliverable in a study-based setting and capable of being assessed. This will also help identify the typical planned hours needed to complete the qualification;
- T Level panels advise on broader programme requirements. This includes the study of further qualifications where needed (e.g. mandatory licence to practise qualifications that cannot be incorporated into the Technical Qualification) and the Maths, English, Digital requirements and other transferable and employability skills required to secure skilled employment;
- The panels also make recommendations about particular industry placement requirements to ensure young people finish the T Level with the skills necessary for employment; and
- The Institute is responsible for overseeing and giving final approval to the work of the T Level panels.

2.4 The Technical Qualification

2.4.1 Each T Level will include a substantial Technical Qualification based on content devised by T Level panels and standards approved by the Institute. This Technical Qualification will be the largest component of the T Level and will provide the student with technical knowledge and skills. Further information on the proposals can be found in Annex 1.

2.5 The role of the Technical Qualification

2.5.1 The purpose of the Technical Qualification within the T Level is to:

- set out the knowledge, skills and behaviours that must be learned in order to secure skilled employment relevant to the T Level, drawn from the relevant approved standards;
- signal what a student knows and can do as a result of attaining the qualification;
- ensure the minimum standard of performance required for attainment meets employer expectations;
- ensure comparable standards of performance are maintained over time and across providers for the same Technical Qualification; and

- support fair access to attainment for all students who take the Technical Qualification, including those with special educational needs and disabilities (“SEND”).

2.6 Technical Qualification components

2.6.1 In designing a Technical Qualification, the selected Awarding Organisation will need to ensure the outline content produced by T Level panels is properly covered within the qualification.

2.6.2 The Sainsbury Report recommended that the Technical Qualification included core content followed by specialisation. In line with this, the content for each Technical Qualification is assessed through separate components:

- The core which will develop underpinning knowledge, skills and behaviours relevant to the overall occupational route. This component will have two parts:
 - a. knowledge and understanding of contexts, concepts, theories and principles relevant to the T Level; and
 - b. a coherent set of core skills relevant to the T Level that will support progression, adaptability and movement between different job roles once in work; and
- One or more occupational specialisms focussed on developing occupationally specific knowledge, skills and behaviours to achieve ‘threshold competence’ in the occupational specialism.

2.6.3 Achievement of threshold competence signals that a student is well-placed to develop full occupational competence, with further support and development, once in employment. Threshold competence is as close to full occupational competence as can be reasonably expected of a student studying the qualification in a classroom-based setting (e.g. in the classroom, workshops and simulated working environments). This will differ according to the pathways.

2.6.4 Some occupational specialisms will be too large to allow a student to successfully study all specialisms within a Technical Qualification. For example, it would take longer than two years to learn all the trades in construction. Therefore, where necessary, students will be able to select one or more specialisms from a defined set.

2.6.5 In designing the qualification, we would encourage Awarding Organisations to ensure much of the core is delivered before students are assessed on their occupational specialism(s).

2.7 Assessment

2.7.1 The T Level content (e.g. knowledge, skills, behaviours, attitudes, understanding) will inform the method of assessment used. Where the same type of content is found in different qualifications, we would expect to see a similar type of assessment method.

2.7.2 It is expected that:

- the underpinning knowledge of the core component is assessed through an external examination, set and marked by the licensed Awarding Organisation. This will ensure breadth of knowledge and understanding is covered in sufficient depth;
- core employability skills are assessed through practical employer-set projects, to ensure a motivating and authentic work relevant focus to how they are applied; and
- for occupational specialisms, students will need to demonstrate that they have the skills to achieve threshold competence i.e. through practical assignments to, for example, find and fix faults in an electrical system, deliver a learning plan or create a software application.

2.8 Ofqual recognition

- 2.8.1 It is a mandatory requirement that the supplier who is selected to provide the services under this procurement must be recognised by Ofqual to deliver the relevant Technical Qualification at the point of contract award. The applicable Ofqual criteria for recognition can be found here: <https://www.gov.uk/government/publications/criteria-for-recognition>.
- 2.8.2 In the case of a tender response submitted by a group of economic operators ("Group"), then either:
- that Group must establish a properly established legal entity and such legal entity must be recognised by Ofqual; or
 - at least one member of the Group must be recognised by Ofqual, provided that the relevant member is to take a substantial / lead role in the delivery of the services and such member will execute the contract with the Institute if successful in the procurement. In the event that a recognised body within a proposed Group is unable to execute the contract, the relevant Group should submit a clarification question to the Institute to confirm its position and to attempt to agree an alternative which is acceptable to the Institute (which may include use of a version of the contract incorporating appropriate amendments to accommodate a separate entity within a Group being recognised).
- 2.8.3 If your organisation is already recognised by Ofqual (for any qualification), your tender response will be treated as your application for extended recognition to offer the Technical Qualification for the pathway which is the subject of your tender response, and your tender response will provide the required information to Ofqual for that process.
- 2.8.4 If you are interested in bidding in this procurement, and your organisation is not yet recognised by Ofqual for any qualification, then you are strongly advised to commence the Ofqual recognition process for your organisation as soon as possible.
- 2.8.5 Organisations that are not currently recognised by Ofqual for any qualification will be required to have submitted their application to Ofqual for recognition prior to the point of submission of their tender response to this procurement.

2.9 Further information

- 2.9.1 Further information on the T Level programme will be made available through the Virtual Data Room (“VDR”) (see paragraph 5), and certain information can be viewed online through the links set out in Annex 1.
- 2.9.2 The outline content for Wave 3 T Levels would be published and made available on the Institute’s website.

3 Scope of the T-Levels Awarding Organisations Procurement

3.1 Overview and timing of the wave 3 T Levels

- 3.1.1 The first contracts for the delivery of T Levels in the Digital, Education and Construction routes have been procured and is in the development phase; for first teaching in September 2020. Contracts for Wave 2 are to be awarded in autumn 2019 for the delivery of T Levels in Digital, Construction and Health & Science routes; for first teaching in September 2021. The third wave of T Levels, for first teaching in September 2022, are the subject of this Information Memorandum, with further pathways to be commissioned in future years.
- 3.1.2 The Invitation to Tender (“ITT”) to select Awarding Organisations for the September 2022 T Level qualifications is expected to be launched in Spring 2020.

3.2 Services being procured

- 3.2.1 The pathways in scope for Wave 3 Procurement are yet to be finalised and may be across any of the remaining T Level Routes:
- Legal, Finance & Accounting
 - Engineering & Manufacturing
 - Business & Administration
 - Hair & Beauty
 - Creative & Design
 - Catering & Hospitality
 - Agriculture, Environmental & Animal Care
- 3.2.2 The VDR will be updated as soon as the Wave 3 pathways have been confirmed. Therefore please check every week for any updated information.
- 3.2.3 A full specification of the services required from the Awarding Organisation will be published as part of the ITT. Key elements of the services to be provided by the supplier(s) are as follows:
- Developing the qualification specification and associated assessment materials;
 - Provision of all materials associated with the administration and delivery of the qualification;
 - Upskilling providers – supplier(s) are to ensure that providers understand the qualification specification, content, assessment and how to administer their qualification(s), including:

- clarifying what should be taught (content), what the content terminology means, and ensuring consistent interpretation of qualification specification requirements;
- exemplifying expected standards of performance (particularly important for practical occupational specialisms) so providers can design effective programmes and have a clear understanding of the quality and standards their learners need to achieve; and

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- o exams officer/admin training including key dates, how to use systems to upload materials, correct forms to complete, and claim completion of qualification;
 - Updating the content of qualification(s) and all associated materials including teacher support materials as required by the Institute;
 - Providing qualification assessment services, required to secure optimal assessment of the qualification;
 - Training teacher assessors (for internal assessment), to enable consistent marking to the correct standard;
 - The provision of a quality control regime, including audit and a complaints function;
 - Student post results services including appeals and re-takes;
 - Provider approval;
 - Liaison and collaborative working with the Institute, the Department, employers, employer trade bodies and associations;
 - Liaison and collaborative working with other providers of similar services;
 - Marketing and promotion of T Levels;
 - The administration and management of the services;
 - The provision of management information as required by the Institute;
 - The timely recruitment of experienced qualification writers and exam assessors/markers;
 - Provision of all delivery ready infrastructure (including IT) to support delivery of the services; and
 - Compliance with the Institute's contractual and Ofqual's regulatory requirements.
- 3.2.4 The number of T Level learners is driven by a number of factors including (but not limited to) economic conditions and evolving policy and processes. As a result the number of learners for Wave 3 is difficult to predict with certainty and therefore the selected Awarding Organisation will need to be able to respond quickly and effectively to changing volume whilst maintaining levels of customer service. Indicative numbers on learner volumes will be available in early 2020.
- 3.3 Procurement process
- 3.3.1 The Institute considers that this will be a concession contract within the meaning of the Concession Contracts Regulations 2016 ("CCR"). The services concerned are also CCR Schedule 3 services which are subject to lighter regulation under the CCR. We have therefore utilised the flexibilities offered by the CCR and this lighter regulation to design a procurement procedure which is broadly based on a two stage Restricted Tender Procedure but tailored to suit the Institute's requirements.
- 3.3.2 Further details regarding the procurement procedure to be followed for Wave 3 will be set out in the ITT. For the avoidance of doubt, the Institute is not required to observe the procedures or timescales which would apply to a fully regulated Restricted Tender Procedure under the CCR or the Public Contracts Regulations 2015.
- 3.3.3 The procurement process will be managed through the Institute's e-tendering portal ProContract. To enable easy access to the Institute's procurements, you would be required to register an

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account on the tool via ProContract portal environment which is <https://procontract.due-north.com/Register>. There is NO charge for registering an account on the portal environment, and to take part in the Institute's purchasing activities going forward, you must have an account registered on the portal.

- 3.3.4 No hard copy documents will be issued and all communications with the Institute (including final submission of tender responses) must be conducted via the portal. It can be accessed via your web browser <https://procontract.due-north.com>
- 3.3.5 To ensure all communications relating to this procurement are received, potential suppliers must ensure that the point of contact they nominate in the Procontract portal is accurate at all times. Access to the portal is available 24 hours a day, 7 days a week and 365 days a year anywhere in the world via the internet unless notified otherwise by the Procontract portal.
- 3.3.6 Support available to help potential suppliers to understand and use the system includes:
- Website for Supplier Helpdesk: <http://proactis.kayako.com/procontractv3/Core/Default/Index>
 - email for queries: procontractsuppliers@proactis.com
 - Telephone number: 0330 005 0352 available from Monday – Friday 8:30am to 5:30pm (UK time in English language only)
- 3.3.7 Potential suppliers must ensure that their Procontract registration directly relates to the correct legal entity within the supplier organisation, which submits the tender response (some organisations have several subsidiaries so registration needs to apply to the actual legal entity within the organisation which will be tendering for this procurement exercise).
- 3.3.8 The planned timetable for the Wave 3 T Level programme is as follows:
- publication of draft ITT and contract documentation– Spring 2020;
 - tender submissions, tender evaluation and contract award – Spring 2020 – Autumn 2020;
 - content development and approval of qualification – Autumn 2020 – Autumn 2021;
 - upskilling of providers – Autumn 2021 - Autumn 2022; and
 - first teaching cohort - September 2022.

Note that these dates are provisional and may be subject to change. A more detailed timetable will be published via the VDR once confirmed.

- 3.3.9 The Institute may require that Awarding Organisations attend interviews as part of the procurement process.
- 3.3.10 The Institute intends to award each contract to the supplier(s) that submit the Most Economically Advantageous Tender. Submissions by potential suppliers will be separately evaluated for price and quality in accordance with the detailed evaluation methodology which will be published in the ITT.

4 Key Commercial Principles

4.1 Process for development of key commercial principles

4.1.1 The key commercial principles which will apply to the Wave 3 contracts are in the process of being finalised. The Institute will publish further details of the key commercial principles via the VDR when they are available.

4.1.2 The final contracts applicable to the services to be provided by the Awarding Organisations, including appropriate intellectual property provisions, will be published together with the ITT in Spring 2020. The contract terms and conditions offered as part of the Awarding Organisation procurement will be non-negotiable. The contracts will be based, where appropriate, on standard government terms. Awarding Organisations may seek clarification on the contract during the procurement process.

4.2 Current key commercial principles

4.2.1 Contracting parties: It is planned that the Institute will be the contracting authority, subject to commencement of the relevant provisions of the Technical and Further Education Act 2017. References to the Institute should be read with this in mind. Whilst the Awarding Organisation may sub-contract certain elements of its service delivery with the Institute's consent (and consortia bids will be permitted), a single legal entity must execute the contract with the Institute. In the event that the lead bidder has relied on the financial strength of another consortium member and/or a group company to pass the selection stage of the tender evaluation, such consortium member and/or group company will be required to nominate an acceptable guarantor as a condition of award.

4.2.2 Contract duration: once the qualification has been approved by the Institute, the right to offer the services in relation to the T Level Technical Qualification will be granted to the Awarding Organisation for a period covering the provider upskilling phase and the delivery to learner cohorts, starting from September 2022. The Institute is currently in the process of confirming the number of learner cohorts for Wave 3, and agreeing the extension period. The student journey and experience is important, and it is therefore the Institute's expectation that students will remain with their original Awarding Organisation once registered for a T Level. This means that the selected Awarding Organisation will also be responsible for providing their services during a "run off" period.

4.2.3 Geographical scope: the procurement process covers T Level Technical Qualification to be offered to providers in England.

4.2.4 Exclusivity: a single Awarding Organisation will be appointed to provide the services in respect of each T Level Technical Qualification and will have the exclusive right to offer that

qualification in England to learners in cohorts commencing during the term of their agreement following approval of the T Level Technical Qualification.

- 4.2.5 Regulatory regime: the Institute, working with Ofqual, has established a Quality Assurance framework for Technical Qualifications. Recognition by Ofqual to deliver Technical Qualifications is a mandatory requirement for an award of a contract to an Awarding Organisation. Awarding Organisations must obtain approval of the T Level Technical Qualification by the Institute, which will include Ofqual's accreditation of the qualification. Awarding Organisations must comply during the term of their contract with all relevant Ofqual conditions.
- 4.2.6 Performance management: once the T Level Technical Qualification has been approved by the Institute, KPIs will apply to the delivery of the services, and Awarding Organisations will be required to monitor their performance and to provide regular reports to the Institute of their performance against the KPIs, together with other relevant management information.
- 4.2.7 Transfer of employees: as the T Level is a new programme, it is not expected that the Transfer of Undertakings (Protection of Employment) regulations ("TUPE") will apply to transfer any employees at the start of the contract with an Awarding Organisation in Wave 3. TUPE may apply at contract expiry. Awarding Organisations should seek their own legal advice on the potential impact of TUPE.
- 4.2.8 Collaboration: the appointed Awarding Organisations will be required to collaborate with the Institute, other Awarding Organisations and other stakeholders to promote the efficient operation of the T Level programme, including agreeing appropriate dates for assessments and issuing results.

5 Market engagement

5.1 Purpose of the market engagement events

- 5.1.1 As we move closer towards the Wave 3 procurement phase it is important that we are able to provide as much information as possible for organisations potentially interested in bidding for a contract.
- 5.1.2 This round of engagement will aim to:
- provide information on updates to our procurement plans;
 - seek views on our current thinking;

- continue engagement with the market;
- seek feedback on how the Authority structures the Wave 3 competition i.e. each pathway as an individual “lot”;
- seek feedback on how the Authority ensures competition across all pathways – including views on the number of lots that Suppliers will be able to bid for and may win the right to deliver across the Wave 3 competition;
- seek feedback on the methodology to evaluate the Economic and Financial standing of potential bidders; and
- provide advice of next steps in the process.

5.2 Using the Virtual Data Room

- 5.2.1 In order to ensure that all interested parties have access to the same information, we have established a Virtual Data Room (“VDR”). This is located at: <https://procontract.due-north.com>. Pre-registration is required.
- 5.2.2 The VDR will contain the relevant information to support the procurement process for the Wave 3 T Levels. The following will be made available within the VDR:
- Agendas, notes, slides and other information from the engagement events; and
 - Questions from anyone unable to attend.
- 5.2.3 The VDR will be regularly updated with any new information, therefore please check every week for any updated information.
- 5.2.4 We will not be responding directly to comments received via ProContract messaging portal, but will be reviewing all comments and queries received as part of the process with a view to producing a consolidated feedback document following this market engagement process. This document will confirm how common themes and questions raised as part of the market engagement process have been addressed in the draft ITT referred to at paragraph 6.2 below.
- 5.2.5 Contact with the Institute in relation to the market engagement process for the planned T Levels procurement should be made via the ProContract messaging portal.

5.3 Market engagement event

- 5.3.1 We are planning an event for Awarding Organisations interested in bidding for Wave 3 of the T Level programme. The event will be held on 14th October 2019 at The Wesley Euston Hotel & Conference Venue, 81-103 Euston St, Kings Cross, London NW1 2EZ. The event will be split into two parts, a morning session and an afternoon session. Spaces at each event and session will be limited.

- 5.3.2 The morning session will provide information on the Institute's latest position in relation to the T Levels procurement, seek views from attendees on current thinking, outline how the procurement process will work, and provide advice on next steps and how we intend to continue engagement with the market.
- 5.3.3 The afternoon session will consist of a series of 1:1 meetings between interested organisations and the Institute. They will give organisations an opportunity to discuss in more depth aspects of Wave 3 T Level programme that are unclear, and highlight what aspects of the T Level programme are most attractive. This will also be an opportunity for any further feedback suppliers may have. These will be 30 minute sessions and available to pre-book, and there will be a maximum of 10 sessions on the day. Organisations will be notified of their allocated time slot.
- 5.3.4 Spaces for both the morning and afternoon sessions will be allocated on a first-come first-served basis and the representative bodies (FAB and JCQ) will each be reserved slots.
- 5.3.5 To book a place at one of the days, please email IFA.TLEVELPROCUREMENT@education.gov.uk, with the following information:
- a. Organisation name;
 - b. Name of attendees (max of 1 supplier representative for the plenary session and 2 for the one to one session);
 - c. Position within organisation;
 - d. Contact details – telephone/ email address;
 - e. Specify which slot you would like to book for the afternoon supplier 1:1 surgeries, if interested; and
- 5.3.6 A more detailed agenda for the event is set out in Annex 2.
- 5.4 How to provide feedback
- 5.4.1 Feedback on all aspects of the planned Wave 3 T Levels procurement is welcome. Awarding Organisations should submit feedback via the ProContract messaging portal.
- 5.5 Rules of engagement
- 5.5.1 By participating in the market engagement exercise, you confirm that your organisation agrees to the terms and conditions set out at Annex 3.

6 Next steps

- 6.1 Current planned next steps in the procurement process are as follows:

Publication of draft ITT – We are planning to make the draft ITT available via the VDR in early 2020. This will give interested organisations an opportunity to see in more detail what the ITT (including the contract terms) will look like, and to start to prepare for their bid submission once the final ITT is available;

Further workshops - The Institute are also planning to hold 2 mini sessions (2hr workshops) to run through “how to respond to a public procurement ITT” early 2020. Further details on this event and how to register will follow on the VDR.

- 6.2 The Institute currently anticipates launching the Wave 3 procurement in Spring 2020. Details of the final ITT for Wave 3 will be available via the contract finder website <https://www.gov.uk/contracts-finder> in Spring 2020.

Annex 1: Further information

In addition to the VDR, further information is available from the following sources:

T Level action plan

<https://www.gov.uk/government/publications/t-level-action-plan>

Sainsbury Review

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/536046/Report_of_the_Independent_Panel_on_Technical_Education.pdf

Post 16 skills plan

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/536043/Post-16_Skills_Plan.pdf

2020 provider announcements

<https://www.gov.uk/government/publications/providers-selected-to-deliver-t-levels-in-academic-year-2020-to-2021/providers-selected-to-deliver-t-levels-in-academic-year-2020-to-2021>

2021 provider announcements

<https://www.gov.uk/government/publications/providers-selected-to-deliver-t-levels/further-providers-selected-to-deliver-t-levels-from-the-2021-to-2022-academic-year>

Consultation

https://consult.education.gov.uk/technical-education/implementation-of-t-levelprogrammes/supporting_documents/T%20level%20consultation.pdf

Response to consultation

<https://www.gov.uk/government/consultations/implementation-of-t-level-programmes>

Funding consultation

<https://www.gov.uk/government/consultations/funding-for-the-delivery-of-t-levels>

Annex 2 – Event agenda (October 2019)

**T LEVELS WAVE 3 AWARDING ORGANISATIONS PROCUREMENT MARKET
ENGAGEMENT EVENT – 14th October 2019**

TIME: 11.00am - 5.00pm

DATE: 14th October 2019

VENUE: The Wesley Euston Hotel & Conference Venue -81-103 Euston St, Kings Cross,
London NW1 2EZ

Morning session – 11.00 – 13.00

Welcome & Introduction

Section 1 – The Technical Qualification

Section 2 – The Quality Assurance

Framework

Section 3 – T Level rollout and volumes

Section 4 – The Procurement Process

Final questions and close morning session at 13.00pm – Lunch will be provided

A more detailed agenda with speakers, content and timings will be published on the VDR in due course.

Afternoon session – 14.00pm – 17.00

The afternoon sessions will be held in two breakout rooms at The Wesley Euston Hotel & Conference Venue, 81-103 Euston St, Kings Cross, London NW1 2EZ. These 1:1 supplier surgeries will cover:

1. Welcome, introductions and rules of engagement for 1:1 sessions
2. What do you like most about T Levels based on the information received to date
3. Is anything still unclear / requires further consideration from your perspective

Please reserve your slot from the following options by following the instructions at paragraph 5.3.5 of this Information Memorandum.

Slot 1 : 14.00 – 14.30

Slot 2 : 14.30 – 15.00

Slot 3 : 15.00 – 15.30

Slot 4 : 15.30 – 16.00

Slot 5 : 16.00 – 16.30

Slot 6 : 16.30 – 17.00

Note two slots from 16.30 – 17.00 have been reserved for the representative bodies FAB and JCQ.

Annex 3: Rules of engagement

1. INTRODUCTION

- 1.1. These Terms of Participation should be read in conjunction with the documentation made available by the Institute for Apprenticeships and Technical Education ("**the Authority**") in connection with the market consultation ("**the Consultation**") to those electing to participate in it ("**Participants**").
- 1.2. The Authority has commenced the Consultation in connection with its proposed procurement ("**the Procurement**") to appoint an Awarding Organisation ("**AO**") or AOs to operate those aspects of the T Level qualification programme to which the Procurement relates.
- 1.3. These Terms of Participation set out the conditions of participation in the Consultation, including:
 - 1.3.1. rules in relation to the conduct of Participants; and
 - 1.3.2. specific rights of the Authority and limits to the Authority's liability, which apply throughout the Consultation.

2. INTERPRETATION

- 2.1. Except where specified or the context requires, capitalised expressions in these Terms of Participation shall have the meaning given to them herein. In these Terms of Participation any reference to '**person**' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

3. CONDUCT - GENERAL

- 3.1. The Participant shall comply with these Terms of Participation and any instructions given by the Authority during the Consultation.
- 3.2. An obligation on the Participant to do, or to refrain from doing, any act or thing under these Terms of Participation shall include an obligation upon the Participant to procure that all of its directors, office holders, staff, companies within its group, proposed sub-contractors (if any), advisers or agents involved in or connected with the Consultation also do, or refrain from doing, such act or thing.

4. CONDUCT - SPECIFIC OBLIGATIONS

- 4.1. The Participant agrees that it will not directly or indirectly canvass or solicit any officer, employee or agent of the Authority or the Department for Education ("**Department**") (or their advisors or any other persons employed or engaged by them) for the purpose of offering that person employment or any other form of remuneration in connection with the Consultation or the Procurement. This agreement will be enforced for as long as the Participant remains a Participant.
- 4.2. If the Participant is in any situation which might (or which might be perceived to) give rise to an actual or potential conflict of interest in connection with the Procurement, the Authority may make further enquiries to identify any such conflict or to satisfy itself that none exists, or that it can be effectively managed. The Authority may require the

Participant to provide such further information as the Authority might specify for any such purpose, or may require the Participant to withdraw from the Consultation if, in the Authority's reasonable opinion and at its sole discretion, any of the above issues have arisen or may arise and there are no other means to ensure the equal treatment of all Participants. Prior to requiring any such withdrawal, the Authority shall provide the Participant in question with the opportunity to prove that its capacity as a Participant is not capable of distorting competition.

4.3. The Participant must not, during the Consultation or after it:

- 4.3.1. agree to fix or adjust any element of its proposed tender by agreement or arrangement with any other person, except where, but subject always to paragraph 4.4, such acts are undertaken with persons who are also participants in the Participant's tender, such as members of its consortium, companies within its Group or sub-contractors, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of its tender or obtain any necessary security;
- 4.3.2. enter into any agreement or arrangement with any other person such that it, or that other person, might refrain from submitting a tender in the Procurement;
- 4.3.3. share, permit or disclose to another person, access to any information relating to any tender which it might propose to submit in the Procurement; or
- 4.3.4. offer or agree to pay or give or do pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its tender, any other tender or proposed tender, any act or omission.

4.4. If the Participant breaches any part of paragraph 4.3, the Authority may (without prejudice to any other criminal or civil remedies available to it) exclude the Participant from further participation in the Consultation and the Procurement.

4.5. The Authority may require the Participant to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent any collusive behaviour.

5. WITHDRAWAL

- 5.1. The Participant may withdraw from the Consultation at any stage. In that case, the Participant should inform the Authority in writing (where possible electronically through the Virtual Data Room for the Consultation) as soon as they have made their decision that they no longer wish to be a Participant.

6. RIGHT TO VERIFY AND CLARIFY

- 6.1. The Authority reserves the right to seek third party independent advice or assistance to validate information submitted by the Participant and/or to assist in the tender evaluation process.

- 6.2. The Authority may require the Participant to add to, or clarify, any information which it has provided to the Authority and/or to the Department in connection with the Consultation.

7. RIGHT TO CANCEL

- 7.1. The Authority reserves the right, for any reason, to:
- 7.1.1. change the basis of the Consultation (or any aspect of it) at any time;
 - 7.1.2. amend, clarify, or add to the scope of the Consultation;
 - 7.1.3. cancel all or part of the Consultation at any stage at any time, for any reason; and
 - 7.1.4. not proceed with the Procurement.

8. RIGHT TO EXCLUDE

- 8.1. The Authority may exclude the Participant from the Consultation if the Participant fails to:
- 8.1.1. provide to the Authority or to the Department any information requested by either of them;
 - 8.1.2. provide a full and satisfactory response to any question or clarification request;
 - 8.1.3. comply fully with the requirements of the Consultation; or
 - 8.1.4. comply with these Terms of Participation.
- 8.2. The Authority may exclude the Participant from the Consultation if the Participant has committed a wilful omission or misrepresentation in the provision of any information in connection with the Consultation.

9. STATUS OF THE CONSULTATION

- 9.1. No information provided to the Participant in the Consultation or in any communication made between the Authority and the Participant in connection with the Consultation shall be relied upon as constituting any agreement or representation that the Procurement (if commenced) will reflect any of the information provided to the Participant in the course of the Consultation, or that any contract will be entered into as a result of the Procurement.
- 9.2. The Authority shall not be committed to any course of action as a result of:
- 9.2.1. running the Consultation;
 - 9.2.2. any communication with the Participant or their representatives, agents or advisers in respect of the Consultation; and/or

- 9.2.3. Any communication between the Participant, the Authority, the Department or any other party (whether directly or through their agents or representatives) in respect of the Consultation.
- 9.3. Neither the Authority nor its advisers, directors, officers, members, employees or other staff or agents:
 - 9.3.1. accept any liability or responsibility for the adequacy, accuracy or completeness of the information provided to the Participant in connection with the Consultation or any element of it; or
 - 9.3.2. make any representation or warranty, express or implied, with respect to the information provided in the course of the Consultation, nor shall any of them be liable for any loss or damage arising as a result of reliance on any such information or any subsequent communication.
- 9.4. The Participant is responsible at its own expense, for obtaining all information required in order for it to prepare such tender as it might wish to submit in the Procurement.
- 9.5. Any exclusions of liability on the part of the Authority in this paragraph 9 do not apply to the extent of any deceit or fraudulent misrepresentation made by or on behalf of the Authority.
- 10. **COSTS**
- 10.1. The Authority will not, in any circumstances, reimburse any costs incurred by the Participant in connection with its capacity as a Participant.
- 11. **CONFIDENTIALITY**
- 11.1. Subject to the exceptions referred to in paragraph 11.2, the information provided in the course of the Consultation is made available by the Authority on the condition that the Participant:
 - 11.1.1. treats such information (the “**Information**”) as confidential at all times, unless the Information is already in the public domain;
 - 11.1.2. does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised in accordance with paragraph 12 (Freedom of Information) or paragraph 13 (Transparency);
 - 11.1.3. only uses the Information for the purposes of deciding whether to participate in the Procurement; and
 - 11.1.4. does not undertake any promotional or similar activity related to the Consultation within any section of the media during the Consultation or after it.
- 11.2. The Participant may disclose, distribute or pass any of the Information to other members of its consortium, sub-contractors or advisers, or to any other person, provided that:

- 11.2.1. this is done for the sole purpose of enabling the Participant to decide whether to participate in the Procurement and the person receiving the Information undertakes in writing (such written undertaking to be made available to the Authority on the Authority's request) to keep the Information confidential on the same terms as those imposed by these Terms of Participation; or
 - 11.2.2. it obtains the Authority's prior written consent in relation to such disclosure, distribution or passing of Information; or
 - 11.2.3. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Consultation; or
 - 11.2.4. the Participant is legally required to make such a disclosure; or
 - 11.2.5. the Information has been published in accordance with paragraphs 12 (Freedom of Information) and 13 (Transparency).
- 11.3. The Authority may disclose information submitted by the Participant during the Consultation to its officers, employees, agents or advisers or Government departments who are stakeholders in the Consultation.
- 11.4. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross Government role delivering overall Government Policy on public procurement (including ensuring value for money and related aspects of good procurement practice).
- 11.5. For the purposes referred to at 11.3 and 11.4 above, the Authority may disclose within HM Government any of the Participant's information such as specific information in any document provided to the Authority as part of the Consultation and/or information provided by the Participant in the course of any meetings or other discussions taking place during the Consultation (including the proposed 1:1 meetings forming part of the planned bidder days). The Authority may also use and disclose this same information provided by Participants in an anonymised form as part of any information published (or otherwise made publically available) by the Authority relating to the key themes, questions and areas where comments have been received as part of the Consultation and/or in relation to any other outputs of any part of the Consultation made publically available by the Authority. By participating in the Consultation (to include by providing any such information to the Authority), the Participant consents to such use and disclosure by the Authority of such information, as referred to in these Terms of Participation.

12. **FREEDOM OF INFORMATION**

- 12.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 ("**the FoIA**") and the Environmental Information regulations 2004 ("**the EIR**") and in accordance with any Government code of practice on the discharge of public authorities' functions under the FoIA, all information submitted to the Authority may be disclosed under a request for information made pursuant to the FoIA and the EIR.

- 12.2. If the Participant considers any part of its tender or any other information it submits to be confidential or commercially sensitive, the Participant should:
- 12.2.1. clearly identify such information as confidential or commercially sensitive;
 - 12.2.2. explain the potential implications of disclosure of such information taking into account and specifically addressing the public interest test as set out in the FoIA; and
 - 12.2.3. provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.
- 12.3. If the Participant identifies that part of its tender or other information it submits is confidential or commercially sensitive, the Authority in its sole discretion will consider whether or not to withhold such information from publication. Where information is identified as confidential or commercially sensitive, the Authority may nevertheless be required to disclose such information in accordance with the FoIA or the EIR.
- 12.4. The Authority is required to form an independent judgement of whether the Participant's information referred to in paragraph 12.3 is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. The Authority cannot guarantee that any information indicated as being confidential or commercially sensitive by the Participant will be withheld from publication.
- 12.5. If the Participant receives a request for information under the FoIA or the EIR during and in relation to the Consultation, it should be immediately referred to the Authority.

13. **TRANSPARENCY**

- 13.1. In accordance with the Government's policy on transparency, the Authority reserves the right to make all or part of the Information publicly available (subject to any redactions made at the discretion of the Authority by considering and applying relevant exemptions under the FoIA).
- 13.2. The terms of the any contract resulting from the Procurement will permit the Authority to publish the full text of such contract awarded after considering (at the Authority's sole discretion respectively) any representations made by the successful supplier regarding the application of any relevant FoIA or EIR exemptions.
- 13.3. The Participant acknowledges and agrees that information contained within its tender (if submitted in the Procurement) may be incorporated by the Authority into any contract awarded to the Participant and as a result, it may be published in accordance with this paragraph.

14. **DATA PROTECTION**

- 14.1. The Authority will collect, hold and use personal data (as defined in the EU General Data Protection Regulation) obtained from and about the Participant including any members of its consortium and their staff during the course of the Consultation and the Procurement ("**Personal Data**"). The Participant agrees to such Personal Data being collected, held and used in accordance with and for the purpose of administering the

Consultation and for the management of any contract awarded as a result of the Procurement.

14.2. The Participant warrants, on a continuing basis, that it has:

14.2.1. all requisite authority and has obtained and will maintain all necessary consent required under the EU General Data Protection Regulation; and

14.2.2. otherwise fully complied with all of its obligations under the EU General Data Protection Regulation in order to disclose to the Authority the Personal Data, and allow the Authority to carry out the Consultation and the Procurement.

14.3. The Participant shall immediately notify the Authority if any of the consents referred to in paragraph 14.2.1 are revoked or changed in any way which impacts on the Authority's rights or obligations in relation to such Personal Data.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. All information issued in connection with the Consultation shall remain the property of the Authority and shall be used by the Participant only for the purposes of the Consultation.

16. NO INDUCEMENT OR INCENTIVE

16.1. The Participant acknowledges and agrees that nothing contained within the Consultation shall constitute an inducement or incentive nor shall have in any other way persuaded the Participant to participate in the Procurement or enter into any other contractual agreement.

17. LAW AND JURISDICTION

17.1. Any dispute (including non-contractual disputes or claims) relating to the Consultation shall be governed by and construed in accordance with the laws of England.

17.2. The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Consultation (including non-contractual disputes or claims).