



INVITATION TO TENDER

Inclusivity Skills Package: Project ReTrain to ReTain

DATE: December
2023

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Published by:

The Chartered Institute for the Management of Sport and Physical Activity
Incorporated by Royal Charter
Charity Registration Number: 1144545
www.cimspa.co.uk

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EXPERT PARTNER

1. Introduction

CIMSPA are seeking to appoint a group of training providers as part of the next phase of our ReTrain to ReTain project.

The contract has an anticipated value of up to £75,000 inclusive of VAT, with the objective of partnering with five organisations and allocating £15,000 for each organisation.

The purpose of this Invitation to Tender (ITT) is to provide informative face to face training, webinars and digital resources for CIMSPA members who have been supported through the ReTrain to ReTain project. Bids against a predetermined set of requirements will be evaluated through which CIMSPA can identify the Most Economically Advantageous Tender (MEAT).

This project has been funded by Sport England.

2. About CIMSPA

The Chartered Institute for the Management of Sport and Physical Activity

Launched in 2011, CIMSPA is the professional development body for the UK's sport and physical activity sector. CIMSPA has been awarded chartered status by the Privy Council, which came into effect at the start of January 2012.

CIMSPA provides leadership, support and empowerment for professionals working in sport and physical activity and a single unified voice for the sector.

The Institute's vision and mission are:

Vision: "Shaping a recognised and respected sport and physical activity sector that everyone wants to be part of".

Mission: To allow individuals to realise their potential through:

- Individuals have a clear route into and through the sector.
- The public have confidence in the sector.
- Employers have access to the best people.
- Education providers stand out from their competitors.
- We are the go-to for policy makers.

3. Contact details

All questions regarding this procurement process and CIMSPA should be made by email to:

Policy@cimspa.co.uk

4. Requirement

4.1 Introduction and Background

Along with the rest of the UK economy the sport and physical activity sector has been significantly impacted by the COVID-19 pandemic. This project seeks to support current CIMSPA members who have been supported through the ReTrain to ReTain initiative and to support these members in becoming Inclusive Practitioners and to continue supporting the sport and physical activity sector to recover and rebuild.

4.2 Scope

The scope of this project is to provide face-to-face training, webinars and digital resources for ReTrain to ReTain members who wish to become Inclusive Practitioners in the following categories:

- Working with Inactive People.
- Working with Women and Girls.
- Working with Ante and Post-natal Women.
- Working with Disabled People.
- Working with People from Ethnically Diverse Backgrounds.

4.3 Aims and Objectives

The aim of this project is to coordinate and deliver face-to-face training, webinars and digital resources for up to 4,718 CIMSPA members who have been supported through the ReTrain to ReTain programme.

4.4 Project Delivery

The timeline for the delivery of the Inclusivity training will be split as listed below. Bidding organisations will be provided with the opportunity to outline their approach in delivering the Inclusivity training, including the suggestions listed below:

February 2024 – April 2024:

- Delivery of recorded webinars for a specific inclusivity category. Webinars to be recorded to enable access for participants after event.
- Delivery of face-to-face inclusivity training events for ReTrain to ReTain members.
- Access to learning resources and guidance documents to support the ReTrain to ReTain members to develop knowledge of the inclusivity categories.

May 2024 – July 2024:

- Delivery of recorded webinars for a specific inclusivity category. Webinars to be recorded to enable access for participants after event.
- Delivery of face-to-face inclusivity training events for ReTrain to ReTain members.
- Access to learning resources and guidance documents to support the ReTrain to ReTain members to develop knowledge of the inclusivity categories.

August 2024 – December 2024:

- Delivery of recorded webinars for a specific inclusivity category. Webinars to be recorded to enable access for participants after event.
- Delivery of face-to-face inclusivity training events for ReTrain to ReTain members.
- Access to learning resources and guidance documents to support the ReTrain to ReTain members to develop knowledge of the inclusivity categories.

The chosen supplier will be responsible for:

- Developing training content: learning outcomes, session structure and content.
- Sharing training content with CIMSPA members of the ReTrain to ReTain programme.
- Event hosting.
- In session participant management.
- Participants follow up: questions and answers.
- Monitoring and reporting, evaluation, and success measurements.

5. Detailed requirements

There are five key categories of training needing to be delivered. We would guide suppliers to consider the following key topics:

1. Working with Inactive People	Part 1. To cover the introduction to, key principles of working with inactive people. Part 2. To cover a higher level of complexity.
2. Working with Women and Girls	Part 1. To cover the introduction to, key principles of working with women and girls. Part 2. To cover a higher level of complexity.
3. Working with Ante and Post-natal Women	Part 1. To cover the introduction to, key principles of working with ante and post-natal women. Part 2. To cover a higher level of complexity.
4. Working with Disabled People	Part 1. To cover the introduction to, key principles of working with disabled people. Part 2. To cover a higher level of complexity.
5. Working with People from Ethnically Diverse Backgrounds	Part 1. To cover the introduction to, key principles of working with people from ethnically diverse backgrounds. Part 2. To cover a higher level of complexity.

As part of supplier's response to this ITT, they are required to outline their proposed resource allocation and partner supplier(s), if required, per deliverable.

Please note:

- Where the supplier already has pre-developed material that they would use in meeting the requirement of this tender this should be noted in the tender document and as such, this material will remain as the supplier's intellectual property. However, it will be licensed to CIMSPA for the initial minimum 12-month period.
- Any enhancements to the learning platform to complete this project will also be retained by the supplier.
- Any additional learning materials developed as part of the project will be owned by CIMSPA. If required these could be transferred to the vendor by negotiation.

6. Deliverable timelines

The deliverables will be active for approximately a year between February 2024 and February 2025.

If additional content is required to be developed that is outside of the tender's scope, CIMSPA will negotiate this on a case-by-case basis.

7. Evaluation

The evaluation process will be conducted in a manner that ensures that bids are evaluated fairly. Tender responses will be evaluated against the criteria shown in the table below. The successful bid will be the one that, in the opinion of CIMSPA, offers the Most Economically Advantageous Tender (MEAT) to CIMSPA having regard to the criteria shown in the table below.

Criterion		Weighting
<i>Industry knowledge and experience</i>	Demonstrable working knowledge and understanding of the sport and physical activity sector and the issues that currently surround the sector regarding reopening. Where necessary suitable expert partners have been engaged/ consulted/partnered to complement existing experience and expertise.	30%
<i>Experience in delivering sector online training solutions</i>	A comprehensive track record on developing, hosting online training.	30%
<i>Approach</i>	Suitability of proposed approach, which is informed by a good understanding of the scale of the work required.	10%
<i>Project management</i>	A clear project plan which considers timescales, capacity, ability to deploy resources and meet the required deadlines.	10%
<i>Value for money</i>	The price of the work versus the outputs as outlined above	20%

8. Timetable

Set out below is the proposed procurement timetable. This is intended as a guide and whilst CIMSPA does not intend to depart from the timetable it reserves the right to do so at any stage.

Date	Stage
<i>w/c Monday 18th December 2023</i>	ITT to be issued
<i>Wednesday 17th January 2024</i>	Closing date and time for questions: to be submitted by 12:00 midday
<i>Friday 19th January 2024</i>	Closing date and time for receipt of responses to ITT by 9.00am
<i>Monday 22nd January 2024</i>	Shortlisting
<i>Wednesday 24th January 2024</i>	Shortlist interview (if required)
<i>Monday 29th January 2024</i>	Notification of award

9. Notices and instructions to Bidders

- 9.1 These instructions are designed to ensure that all Bidders are given equal and fair consideration. Please provide a brief outline of no more than one page of your organisation's expertise and how you propose to deliver the Inclusivity training, to help CIMSPA decide on the Most Economically Advantageous Tender (MEAT). If you have any queries, please email Policy@cimspa.co.uk.
- 9.2 Bidders should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services specified and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Bidder accepts these Conditions of Participation.
- 9.3 All material issued in connection with this Invitation to Tender (ITT) shall remain the property of CIMSPA and shall be used only for the purpose of this procurement exercise.
- 9.4 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Tender.
- 9.5 The Bidder shall not make contact with any other employee, agent or consultant of CIMSPA who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by CIMSPA.
- 9.6 CIMSPA shall not be committed to any course of action as a result of:
- Issuing this ITT or any invitation to participate in this procurement exercise.
 - An invitation to submit any Response in respect of this procurement exercise.

- Communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise.

9.7 Bidders shall accept and acknowledge that by issuing this ITT CIMSPA shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.

9.8 CIMSPA reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

10. Confidentiality

10.1 Bidders shall at all times treat the contents of the ITT and any related as confidential, save in so far as they are already in the public domain.

10.2 Bidders shall 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.

10.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.

10.4 Bidders shall not undertake any publicity activity within any section of the media.

10.5 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that one or more of the following applies:

10.5.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder.

10.5.2 The Bidder obtains the prior written consent of CIMSPA in relation to such disclosure, distribution or passing of Information.

10.5.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement.

10.5.4 The Bidder is legally required to make such a disclosure.

10.6 In paragraph 10.2, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

10.7 CIMSPA may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the procurement documents available for private inspection by its officers, employees, agents or advisers. CIMSPA also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

11. Freedom of information

11.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), CIMSPA may, acting in accordance with the Secretary of

State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Bidder to the CIMSPA.

- 11.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should:
- 11.2.1 Explain the potential implications of disclosure of such information.
 - 11.2.2 Clearly identify such information as commercially sensitive.
 - 11.2.3 Provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 11.3 Where a Bidder identifies information as commercially sensitive, CIMSPA will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, CIMSPA may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, CIMSPA is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, CIMSPA cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

12. Tender validity

- 12.1 Your Tender should remain open for acceptance for a period of 30 days. A Tender valid for a shorter period may be rejected.

13. Preparation of Tender

- 13.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will CIMSPA, or any of their advisers, be liable for any costs or expenses borne by Bidders, sub-contractors, suppliers or advisers in this process.
- 13.2 Bidders are required to complete and provide all information required by CIMSPA in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead CIMSPA to reject a Tender Response.
- 13.3 CIMSPA relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 13.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services and their Tenders, without reliance upon any opinion or other information provided by CIMSPA or their advisers and representatives. Bidders should notify CIMSPA promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

14. Submission of Tenders

- 14.1 CIMSPA may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Bidders.
- 14.2 The Tender and any documents accompanying it must be in the English language.
- 14.3 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

15. Canvassing

- 15.1 Any Bidder who directly or indirectly canvasses any officer, member, employee, or agent of CIMSPA concerning the letting of this Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Tender or proposed Tender will be disqualified.

16. Disclaimers

- 16.1 Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
- 16.2 Neither CIMSPA nor their advisors, nor their directors, officers, members, partners, employees, other staff or agents:
 - 16.2.1 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT.
 - 16.2.2 Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 16.3 Any persons considering making a decision to enter into contractual relationships with CIMSPA following receipt of the ITT should make their own investigations and their own independent assessment of CIMSPA and its requirements for the services and should seek their own professional financial and legal advice.
- 16.4 Any Contract concluded as a result of this ITT shall be governed by English law.

17. Collusive behaviour

Any Bidder who:

- 17.1 Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party;

- 17.2 Communicates to any party other than CIMSPA the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security);
- 17.3 Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender;
- 17.4 Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted;
- 17.5 Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission shall (without prejudice to any other civil remedies available to CIMSPA and without prejudice to any criminal liability which such conduct by a Bidder may attract) shall be disqualified.

18. No inducement or incentive

- 18.1 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Tender or enter into a contractual agreement.

19. Queries relating to Tender

- 19.1 All requests for clarification about the requirements or the process of this procurement exercise should be made via email to Policy@cimspa.co.uk.
- 19.2 CIMSPA will endeavour to answer all questions as quickly as possible, but we cannot guarantee a minimum response time.
- 19.3 Clarification requests must be submitted via email to Policy@cimspa.co.uk as outlined in the timetable above.
- 19.4 In order to ensure equality of treatment of Bidders, CIMSPA may publish the questions and clarifications raised by Bidders together with CIMSPA's responses (but not the source of the questions) to all participants.
- 19.5 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if CIMSPA at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and CIMSPA's response, CIMSPA will:
 - 19.5.1 Invite the Bidder submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Bidders;
 - 19.5.2 Request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

- 19.6 CIMSPA reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

20. Amendments to tender documents

- 20.1 At any time prior to the deadline for the receipt of Tenders, CIMSPA may modify the ITT by amendment. Any such amendment will be issued by CIMSPA to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Tenders, CIMSPA may, at its discretion, extend the Deadline for receipt of Tenders.

21. Late Tenders

- 21.1 Any Tender received after the deadline date above may be rejected.

22. Modification and withdrawal

- 22.1 Bidders may modify their Tender prior to the deadline by giving notice to CIMSPA in writing via email to Policy@cimspa.co.uk.
- 22.2 No Tender may be modified subsequent to the Deadline for receipt.
- 22.3 The modification notice must state clearly how CIMSPA should implement the modification.
- 22.4 Bidders may withdraw their Tender at any time prior to the deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent via email to Policy@cimspa.co.uk.

23. Right to reject/disqualify

CIMSPA reserves the right to reject or disqualify a Bidder where:

- 23.1 The Bidder fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document.
- 23.2 The Bidder is guilty of serious misrepresentation in relation to its Tender.
- 23.3 There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

24. Right to cancel, clarify or vary the process

CIMSPA reserves the right to:

- 24.1 Amend the terms and conditions of the Invitation to Tender process.
- 24.2 Cancel the evaluation process at any stage.

24.3 Require the Bidder to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected.)