



**INVITATION TO QUOTE FOR  
Review and redraft of Sport Council Equality Group (SCEG)  
Transgender Inclusion in Sport Competition guidance**

**SPORT ENGLAND CONTRACT REFERENCE: ITQ022**

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## 1. Introduction

The Sports Council Equality Group (SCEG) consists of the relevant officers from all the Sports Councils; Sport England, Sport Wales, Sport Scotland, Sport Northern Ireland and UK Sport, and aims to promote and develop equality in sport across all the equality strands.

Sport England is seeking to appoint a Provider to review and redraft the Sports Council Equality Group (SCEG) Transsexual Inclusion in Domestic Sport Competition guidance.

The Contract has an anticipated value of £20,000-£25,000 (exclusive of VAT). Although this award will be led by Sport England, four of the five sport home councils; Sport England, Sport Wales, Sport Scotland and UK Sport (exclusive of Sport Northern Ireland) will each be contributing funds to the overall budget available.

The contract length is for an initial period of 6 months.

The purpose of this Invitation to Quote (ITQ) is to provide quotes against a predetermined set of requirements through which Sport England can identify the Most Economically Advantageous Tender (MEAT).

## 2. Sport England

We're striving for an active nation where everyone can take part in sport or activity, regardless of age, background or ability.

That might be through traditional team sports, but it could just as easily be a gym workout or going for a run. Being active is a key part of maintaining physical and mental wellbeing. And it also benefits local communities through economic and social regeneration.

As well as supporting people who already enjoy regular sport, we're also fighting to get people who are less active exercising more regularly. Groups that are traditionally less active – disabled people, some ethnic groups, women and parts of the LGBT+ community – are a core focus of our work.

We also support talented athletes who show elite potential in their chosen sport, and our ambition is to open up these opportunities to people from all backgrounds.

As a government body, we also invest in and provide expertise in creating superb sporting facilities across the nation.

Find out more at [www.sportengland.org](http://www.sportengland.org).

## 3. Contact Details

All questions regarding this procurement process and Sport England should be made by email to [Jamie.Hooper@sportengland.org](mailto:Jamie.Hooper@sportengland.org).

## 4. Requirement

The Sports Council Equality Group (SCEG) consists of the relevant officers from all the Sports Councils (Sport England, Sport Wales, Sport Scotland, Sport Northern Ireland and UK Sport) and aims to promote and develop equality in sport across all the equality strands.

SCEG provides a wide range of equality-related material to assist all sporting organisations become more equitable and to provide a service to all sectors of the population.

In 2013, SCEG commissioned the development and release of three documents around transsexual inclusion in sport:

- Transsexual People; Eligibility to Compete in Domestic Competition Guidance - <http://equalityinsport.org/wp-content/uploads/2015/12/Transsexual-People-Eligibility-to-Compete-in-Domestic-Competition.pdf>

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- Transsexual People; Eligibility to Compete in International Competition Guidance - <http://equalityinsport.org/wp-content/uploads/2015/12/Transsexual-People-Eligibility-to-Compete-in-International-Competition.pdf>
- And one overall guidance document

This tender requires the awardee to:

1. Review and redraft the Domestic Competition Guidance which is focused on all domestic (within the UK) sport competition, up to a level of international qualification where different regulations may be in place.
2. Provide a comprehensive report on Trans Inclusion with Elite Performance Sport, to include information on:
  - What policies/procedures are currently in operation across the International spectrum i.e. International Federations/NGBs/Collegiate systems and others.
  - Latest medical research globally
  - An audit of the organisations globally who are currently operating within this space
  - Collecting athlete views on the subject

At present we are unable to review and redraft the international guidance until the International Olympic Committee (IOC) releases its updated guidance on transgender competition.

Sport England is also releasing Transgender Facility Inclusion Guidance very soon that will target grassroots sport and physical activity participation, so the Domestic Competition Guidance will become part of a suite of resources to support providers of sport and physical activity to be more inclusive of transgender and non-binary people whilst being aware and sensitive to the needs of other under-represented groups. The Facility Inclusion Guidance will not be a part of this tender.

There is much debate in the public eye around transgender people's inclusion in sport and physical activity as well as many other areas of society. It is vitally important that Sport England and the other home nation sport councils develop and release much needed guidance in this area to enable sport and physical activity providers to be more inclusive and to help them understand their responsibilities to everyone who wishes to participate in sport and physical activity.

Transgender participation in sport competition is a complicated area and needs to be explored further, but we also need to look to develop a more nuanced approach to inclusion across the sector, which this guidance will aim to do.

The awardee will be required to review the Domestic Competition Guidance document in its current form and suggest and develop improvements to it. The awardee of this work will need to work collaboratively with a range of partners to review and redraft the document. This is a sensitive and politically high-profile area at the moment and the awardee will need to ensure that they are listening to the views of everyone potentially involved and affected by this area of work. That will include the home sport councils, national governing bodies of sport, women's organisations, LGBT+ and trans-specific organisations, academic experts, athletes and grassroots participants, as well as many others that may be relevant.

The awardee must have expert knowledge in this area, be aware of the current discussions taking place at a societal level around the challenges involved and able to develop and maintain a balanced dialogue and treat with respect all views and opinions.

We would expect the final guidance to be a downloadable and printable accessible document that would sit online, with a similar format to the existing guidance, and it will be owned by the Sports Council Equality Group.

## 5. Evaluation

The evaluation process will be conducted in a manner that ensures that bids are evaluated fairly. Tender responses (see point 4 above) will be evaluated against the criteria shown in the table below. The successful bid will be the one that, in the opinion of Sport England (on behalf of SCEG), offers the Most

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Economically Advantageous (MEAT) to Sport England having regard to the criteria shown in the table below.

CRITERION:		WEIGHTING
Technical	Knowledge and understanding of the subject area	30%
	Quality of proposed approach, including the approach to engaging with the subject matter and production of deliverables	15%
	Relevant skills, experience and track record of delivery	15%
	Suppliers understanding of the requirement	10%
	Presentation at interview	10%
	Cultural alignment to Sport England's vision, mission and values	10%
Price	Value for money	10%

Presentations at interview stage will focus on how the prospective awardee feels they meet the evaluation requirements outlined above, as well as how they expect to deliver the desired tender requirements, the process they will take to do so, and an outline of the organisations they expect to work with to achieve the requirements. More information on the interview will be outlined to the shortlisted candidates once identified.

## 6. Timetable

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

DATE	STAGE
11.02.2020	ITQ to be issued Monday 10 <sup>th</sup> February 2020
04.03.2020	Closing Dates for Questions: to be submitted by 12:00 midday 4 <sup>th</sup> March 2020
06.03.2020	Closing date for receipt of responses to ITQ: by 17:00 Friday 6 <sup>th</sup> March 2020
13.03.2020	Evaluation of ITQ responses w/c 9 <sup>th</sup> March 2020
19.03.2020	Interviews on Thursday 19 <sup>th</sup> March 2020 at Sport England offices in London
20.03.2020	Notification of award
23-27.03.2020	Period of contract negotiation
01.04.2020	Work to commence in April 2020
31.09.2020	Work to be completed by 31 <sup>st</sup> September 2020

## 7. Notices and Instructions to Bidders

- 7.1. These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any queries, please email [Jamie.Hooper@sportengland.org](mailto:Jamie.Hooper@sportengland.org).

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- 7.2. 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.
- 7.3. All material issued in connection with this Invitation to Quote (ITQ) shall remain the property of Sport England and shall be used only for the purpose of this procurement exercise.
- 7.4. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 7.5. The Bidder shall not make contact with any other employee, agent or consultant of Sport England who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Sport England.
- 7.6. Sport England shall not be committed to any course of action as a result of:
  - 7.6.1. Issuing this ITQ or any invitation to participate in this procurement exercise.
  - 7.6.2. An invitation to submit any Response in respect of this procurement exercise.
  - 7.6.3. Communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise.
- 7.7. Bidders shall accept and acknowledge that by issuing this ITQ Sport England 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
- 7.8. Bidders shall accept and acknowledge that by issuing this ITQ Sport England 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.
- 7.9. Sport England reserves the right to amend, add to or withdraw all or any part of this ITQ at any time during the procurement exercise

## **8. Confidentiality**

- 8.1. Bidders shall at all times treat the contents of the ITQ and any related as confidential, save in so far as they are already in the public domain.
- 8.2. 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.
- 8.3. 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.
- 8.4. Bidders shall not undertake any publicity activity within any section of the media.
- 8.5. 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:
  - 8.5.1. 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
  - 8.5.2. The Bidder obtains the prior written consent of Sport England in relation to such disclosure, distribution or passing of Information
  - 8.5.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement

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

- 8.6. In paragraph 3.5, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 8.7. Sport England 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. Sport England 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).

## 9. Freedom of Information

- 9.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), Sport England, Sport Wales, Sport Scotland and UK Sport 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 Sport England.
- 9.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should:
- 9.1.1. Explain the potential implications of disclosure of such information
  - 9.1.2. Clearly identify such information as commercially sensitive
  - 9.1.3. Provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 9.3 Where a Bidder identifies information as commercially sensitive, Sport England, Sport Wales, Sport Scotland and UK Sport will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, Sport England may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, Sport England, Sport Wales, Sport Scotland and UK Sport are 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, Sport England, Sport Wales, Sport Scotland and UK Sport cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 9.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to Sport England, Sport Wales, Sport Scotland and UK Sport and the Bidder should not attempt to answer the request without first consulting with Sport England.

## 10. Tender Validity

- 10.1. Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

## 11. Preparation of Tender

- 11.1. 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 Sport

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England, or any of their advisers, be liable for any costs or expenses borne by Bidders, sub-contractors, suppliers or advisers in this process.

- 11.2. Bidders are required to complete and provide all information required by Sport England in accordance with the Conditions of Tender and the Invitation to Quote. Failure to comply with the Conditions and the Invitation to Quote may lead Sport England to reject a Tender Response.
- 11.3. Sport England 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.
- 11.4. 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 Sport England or their advisers and representatives. Bidders should notify Sport England promptly of any perceived ambiguity, inconsistency or omission in this ITQ, any of its associated documents and/or any other information issued to them during the procurement process.

## 12. Submission of Tenders

- 12.1. Tenders should be received by Sport England via [Jamie.Hooper@sportengland.org](mailto:Jamie.Hooper@sportengland.org) no later than 17:00 hours on Friday 6<sup>th</sup> March 2020. Tenders received after that time may not be accepted.
- 12.2. Sport England 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.
- 12.3. The Tender and any documents accompanying it must be in the English language.
- 12.4. 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.

## 13. Canvassing

- 13.1. Any Bidder who directly or indirectly canvasses any officer, member, employee, or agent of Sport England 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.

## 14. Disclaimers

- 14.1. Whilst the information in this ITQ has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 14.2. Neither Sport England, nor their advisers, nor their directors, officers, members, partners, employees, other staff or agents:
  - 14.2.1.1. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITQ;
  - 14.2.1.2. Accepts any responsibility for the information contained in the ITQ 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)

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arising as a result of reliance on such information or any subsequent communication.

- 14.3. Any persons considering making a decision to enter into contractual relationships with Sport England following receipt of the ITQ should make their own investigations and their own independent assessment of Sport England and its requirements for the services and should seek their own professional financial and legal advice.
- 14.4. Any Contract concluded as a result of this ITQ shall be governed by English law.

## **15. Collusive Behaviour**

Any Bidder who:

- 15.1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party.
- 15.2. Communicates to any party other than Sport England 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).
- 15.3. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender.
- 15.4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted.
- 15.5. 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.
- 15.6. shall (without prejudice to any other civil remedies available to Sport England and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

## **16. No Inducement or Incentive**

The ITQ 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.

## **17. Queries Relating to Tender**

- 17.1. All requests for clarification about the requirements or the process of this procurement exercise should be made via email to [Jamie.Hooper@sportengland.org](mailto:Jamie.Hooper@sportengland.org).
- 17.2. Sport England will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 17.3. Clarification requests must be submitted via email to [Jamie.Hooper@sportengland.org](mailto:Jamie.Hooper@sportengland.org) by 12:00 hours on Wednesday 4<sup>th</sup> March 2020.
- 17.4. In order to ensure equality of treatment of Bidders, Sport England may publish the questions and clarifications raised by Bidders together with Sport England's responses (but not the source of the questions) to all participants.

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- 17.5. 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 Sport England 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 Sport England's response, Sport England will:
- 17.5.1. 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
- 17.5.2. Request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 17.6. Sport England 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.

### **18. Amendments to Tender Documents**

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

### **19. Late Tenders**

Any Tender received after 17:00 hours on Friday 6<sup>th</sup> March 2020 may be rejected.

### **20. Proposed Amendments to the Contract by the Bidder**

- 20.1. Sport England's Terms of Trade can be viewed [here](#).
- 20.2. Any proposed amendments to the Contract must be detailed separately and returned with the Bidder's ITQ Response.
- 20.3. Where Sport England makes changes to the Contract as a result of the proposals received it will circulate the amended terms to all Bidders.
- 20.4. No changes to our Terms of Trade will be considered unless they are submitted with Tender Responses.

### **21. Modification and Withdrawal**

- 21.1. Bidders may modify their Tender prior to the Deadline by giving notice to Sport England in writing via [Jamie.Hooper@sportengland.org](mailto:Jamie.Hooper@sportengland.org).
- 21.2. No Tender may be modified subsequent to the Deadline for receipt.
- 21.3. The modification notice must state clearly how Sport England should implement the modification.
- 21.4. 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 [Jamie.Hooper@sportengland.org](mailto:Jamie.Hooper@sportengland.org).

### **22. Right to Reject/Disqualify**

Sport England reserves the right to reject or disqualify a Bidder where:

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

### **23. Right to Cancel, Clarify or Vary the Process**

Sport England the right to:

- 23.1. Amend the terms and conditions of the Invitation to Tender process
- 23.2. Cancel the evaluation process at any stage
- 23.3. 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).

### **24. Notification of Award**

Sport England will place a Purchase Order with the successful Bidder(s) under the [Sport England Terms of Trade](#).

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**Schedule 1: Supplier's Details**

<b>1.1 Supplier Details</b>	
Registered Company Name	
Company Registration Number	
VAT Registration Number (if applicable)	
Main Operational address for the service	
Telephone	
Fax	
Email	
Address for all contractual correspondence	
Address for all service management correspondence	

<b>1.2 Contact Details - Responsible Person for the Contract</b>	
Name	
Postal address	
Phone	
Mobile	
E-mail	

<b>1.3 Contact Details - Responsible Person for the Service</b>	
Name	
Postal address	
Phone	
Mobile	
E-mail	

<b>1.4 Payment Details</b>	
Account Name	
Bank Names	
Address	
Sort Code	
Account Number	