

**PI6 Coaches Jan 2019 to Jul 2019**  
**Invitation to Tender**  
**Sandra Bennett – Finance Manager**  
**19/11/18**

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## **I. Introduction**

### **I.1 About the Trust**

#### **Students First: raising standards and transforming lives.**

Outwood Grange Academies Trust (OGAT) is a not for profit charity which sponsors primary and secondary academies. We are fortunate that our past performance has been recognised nationally and that we are regarded as one of the highest performing multi-academy trusts and the highest performing family of schools in the North of England. OGAT was one of the first multi-academy trusts first sponsoring academies back in 2009 and prior to this having a number of years' experience in running and supporting schools under National Leaders of Education (NLE) contracts. As such, we have developed, and continue to develop, our model for school improvement which is focussed on creating a collaborative pedagogical model and has a transformational effect on children's life chances within very quick timescales.

All academies within our Trust work closely with each other as a 'family of schools'. Indeed, each academy individually and collectively forms the Trust: the Trust as a whole is not a separate body or group of people but rather one single organisation made up of all our academies with one single vision and shared set of values. Together we all work to ensure that all children, irrespective of their starting points, receive an excellent education. We relish the opportunity to be part of the local communities in which we work.

We pride ourselves in meeting the needs of all children in our care, including those who are most vulnerable or indeed challenging. These groups of students are a priority to us and we work closely with parents/carers in helping to raise their children's self-esteem, resilience and subsequent achievement and attainment. We understand that by significantly raising attainment, instilling high standards of behaviour within a caring and safe environment that we will improve social mobility and provide children with life-choices and life-chances - a vulnerable child will remain vulnerable for life without this core entitlement. We are committed to helping our students go on to achieve meaningful employment.

OGAT comprises of 21 secondary schools and 9 primary schools, details of locations can be found at <http://www.outwood.com/our-family>

### **I.2 About This Tender**

The Trust is seeking a single supplier of coach services for our Post 16 students between Outwood Academy Adwick & Danum. The Trust intends to award a contract for the Spring and Summer term of 2019 as a one off contract.

### **I.3 Overview of Requirements**

The provider will agree and provide: as detailed in the schedule attached

### **I.4 Objective of Tender**

The Trust wishes to achieve the following objectives following this tender process:

- Ensure the Trust are achieving excellent value for money
- Ensure our students are kept safe and well whilst using this service

### **I.5 Instructions to Tenderers**

It is ESSENTIAL that all suppliers submitting a proposal read all of the instructions in this section very carefully and comply with all of them. Failure to do so may result in suppliers being excluded from the tender process.

### **1.5.1 Queries Relating to the Tender**

If tenderers have queries regarding the Invitation to Tender, they should be submitted in writing to Sandra Bennett, Finance Manager [s.bennett@adwick.outwood.com](mailto:s.bennett@adwick.outwood.com). Queries should be submitted no later than One week prior to the tender closing. Any queries received later than this may not be responded to in time. If the answer contains information of material significance those answers will be communicated to all companies involved in the tender process.

### **1.5.2 Response Format**

One of the major issues when evaluating large tenders is being able to accurately compare each company's proposal. To ensure this process is as straightforward as possible all of your responses will need to be submitted in a prescribed format.

The Trust, therefore, requires the following information within your tender to be provided on the templates provided in the appendices to this document:

#### **1.5.2.1 Completion of Appendix A (Response to Tender)**

**1.5.2.2 Completion of Pricing Schedule Appendix B** – Excel spreadsheet where bidders can put forward their prices for the services.

### **1.5.3 Completion of Tenders**

Tenders must be submitted in accordance with all instructions contained within this document. Please read the Invitation to Tender document very carefully and answer all questions asked and provide all of the required information in sufficient detail to allow the project team to make an informed decision. Failure to comply with these instructions will result in your tender being marked down and could result in your expulsion from the process.

### **1.5.4 Return of Tender Documents**

Completed tenders submissions must be received by the Trust no later than 12 noon Monday 10 December 2018 and should be titled 'P16 Coaches Outwood Academy Adwick/Danum' and sent electronically via email to:

Kelly Furniss – Procurement Manager [k.furniss@outwood.com](mailto:k.furniss@outwood.com)

The tender submission must be provided in an electronic format. The electronic copy of your tender response must be provided in either PDF format, MS Word or MS Excel or a combination of the above. Images (e.g. copies of certification etc.) can be supplied in PDF or JPG format.

Your tender submission must not be e-mailed to any member of the Trust's staff prior to the Tender Submission Date. Late submissions and paper submissions will NOT be accepted.

## **1.6 Award Criteria**

The Trust will select a supplier based on the most economically advantageous tender, not necessarily the lowest price. The following criteria will be used to appoint a preferred supplier.

Criteria	Marks
Price	60
Ability to Provide all elements of the specification within government legislation for the transportation of school children	20
Safeguarding Policy and Supporting Information	20

## 1.7 Evaluation

The Trust will be selecting a supplier using the Most Economically Advantageous Tender methodology. Bids will be evaluated using the processes described below.

### 1.7.1.2 Award of Scores

A score out of 60 will be awarded based on price

A score out of 20 will be awarded based on the contractor being able to provide all elements of the specification within government legislation for the transportation of school children

A score out of 20 will be awarded if the company has a robust safeguarding policy and/or procedures

## 1.8 Freedom of Information

The Freedom of Information Act (FOIA) 2000 applies to all information held by public bodies.

Outwood Grange Academies Trust is a designated body under the FOIA, and subject to the disclosure requirements and therefore all of the information the Trust holds about a company is potentially covered by the FOIA. Examples of the types of information which are within the scope of the legislation include:

- Information which we might gather in the run up to a procurement exercise.
- Information provided by prospective suppliers as part of the tendering process.
- Contracts and associated documents, such as the correspondence connected with negotiating a contract.
- Information supplied by the contractor during the delivery of a contract, and information relating to our monitoring of the contract.

Requests for this type of information have to be handled like any other FOIA request and therefore must be provided unless a valid exemption applies.

## 1.9 GDPR Information

The Supplier shall Process Personal Data in performing the Services as notified by Outwood Grange Academies Trust only for as long as required and for no longer than the term of this Contract.

The Supplier warrants that it shall:

- (a) Process the Personal Data in compliance with Law; and
- (b) Take appropriate technical and organisational measures against Data Breach.

The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Outwood Grange Academies Trust against all costs, claims, damages or expenses incurred by the Trust or for which the Trust may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Clause.

### **1.10 Modern Slavery Act – Conditions of Supply**

All procurement must be carried out in compliance with the principles of the EU Treaties, include the free movement of goods (Article 28 of the EC Treaty), the right of establishment (Article 43), the freedom to provide services (Article 49), non-discrimination and equal treatment, transparency, proportionality and mutual recognition. For most goods and services where contracts will have a value over their lifetime in excess of the OJEU threshold, a strict procedure must be followed in compliance with the Public Contracts Regulations 2015 and related regulations.

By bidding on this tender Suppliers and Contractors are confirming compliance with the Modern Slavery Act 2015 as a supply condition of supply for goods/services provided in this tender

## **2. Specification**

### Service Requirements

The Trust's service requirements are those elements of the contract that relate directly to the delivery of required Coach Journeys. They help describe the precise nature of the Trust's requirements.

- The bidder to have specific responsibilities, both under the Transport Act 1985 and under equalities legislation to ensure that reasonable and appropriate accessible transport provision is made
- Bidder to provide documents – insurance, operator licence, etc.
- All drivers MUST be DBS checked – certificates to be provided
  
- Coaches as per the attached schedule which will include
  - 16 Seater Coach
  - 19 Seater Coach
  - 22 Seater Coach
  - 33 Seater Coach
- See Appendix B - schedule of dates times and journeys
- Please add your quote to column 'E' of Appendix B
  
- Coaches must have the required amount of seating for the number of students indicated above
- All drivers must be DBS checked/cleared
- All coaches must be in a good standard of repair and must have valid MOT and insurance
- A replacement vehicle will be provided in the event of an accident or breakdown
- All drivers must be suitably qualified
- Size of coaches may need to be changed individually at short notice (48 hrs) if available.

## 2.1 Account Management

### 2.1.1 Review Meetings

The supplier/contractor would be expected to arrange review meetings if necessary in each academy with the named lead for this project to:

- Identify and discuss any on-going service issues that require resolution
- Identify any additional activities or potential opportunities that may add significant value for the Trust
- Issues which may impact on the future of the contract

Suppliers are asked to confirm they are willing to arrange these meetings, and to identify any additional items for consideration during these review meetings.

## 2.2 Contract Duration

The contract duration will be a one off agreement.

## 2.3 Invoicing

The invoice format will have to be agreed before the start of the contract to ensure that payments can be made quickly and efficiently. Suppliers are asked to provide an example of an invoice for an existing customer (anonymised if necessary).

## 2.4 Payment Terms

The Trust's payment terms are 30 days from date of invoice.

## 3. Pricing

### 3.1 Pricing Structure

To make comparison of suppliers proposals easier suppliers must quote a price the service required by the Trust for each academy. Any additional services provide outside the required service should be priced separately. The service price must cover the cost of:

Examples:-

- Provision of the products / service
- Set Pricing for an agreed time period

If you are able to provide further discount for reduced payment terms, please make state this in the pricing schedule

The quoted prices must exclude VAT.

### 3.2 Additional Costs

As part of their submission suppliers should outline any other additional costs that might be charged to the Trust in the Pricing Schedule attached.

### **3.3 Pricing Schedule**

The Trust has provided a template in which suppliers should submit their price per academy plus any costs for the provision of the products/service required by the Trust. This template must not be adapted or amended in any way. If a bidder finds that they cannot provide all of the information they wish to as the template does not allow this, they must contact the Trust immediately so that the template can be adapted if necessary.

## **4. Your Proposal**

To ensure simple comparison of bids it is essential that each supplier provides all of the information requested by the Trust in the format in which it is requested. Therefore bidders must read the instructions contained within this section very carefully to ensure they provide their submission in the required structure.

### **4.1 Templates**

Three templates have been provided by the Trust in which proposals should be submitted. The three templates are:

#### **Appendix A – Response to Tender**

#### **Appendix B – Pricing Schedule**

It is essential that bidders do not amend the templates in any way. If there is a reason why bidders cannot input the information they wish to submit they must contact the Trust immediately rather than changing the setup of the templates to suit their own requirements. The Trust can then choose to amend the templates if required and re-issue them.

### **4.2 GDPR Information**

The Supplier shall Process Personal Data in performing the Services as notified by Outwood Grange Academies Trust only for as long as required and for no longer than the term of this Contract.

The Supplier warrants that it shall:

- (a) Process the Personal Data in compliance with Law; and
- (b) Take appropriate technical and organisational measures against Data Breach.

The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Outwood Grange Academies Trust against all costs, claims, damages or expenses incurred by the Trust or for which the Trust may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Clause.

### **4.3 Appendices to Supplier Proposals**

Bidders may wish to provide additional information over and above that they have provided in the two templates. If this is the case then the information can be presented in an appendix. Any appendices must be very clearly referenced so that the Trust's project team can find them quickly and easily. If the referencing is not clear and the appendices are difficult to locate then the project team may not be able to review the submission properly.

Any appendices must be entitled Appendix D, Appendix E etc. rather than Appendix 1, Appendix 2 etc. This is to ensure there is no confusion between the appendices provided by the Trust in this Invitation to Tender and those provided by the supplier in their submission.

**Appendix A – Response to Tender**

**P16 Coaches Jan 2019 to Jul 2019**

- 1 We, \_\_\_\_\_ (Name(s) in Block Letters) hereby offer and undertake on the acceptance of this tender to supply goods and services as specified in the Requirements Specifications under Part 2 of your Invitation to Tender and under the Instructions to Tenderer and Conditions of Contract in Part 1 of your Invitation to Tender.
- 2 Our Tender is fully consistent with and does not contradict or derogate from anything in Part 1 of your Invitation to Tender or downgrade anything in your Requirement Specifications. You are entitled to reject our tender if it is inconsistent with or contradict or derogate from anything in Part 1 of your Invitation to Tender or downgrade anything in Part 2 of your Invitation to Tender.
- 3 We undertake that we shall as and when required by you to execute with you a formal agreement in the appropriate form incorporating the Conditions of Contract set out in this Invitation to Tender together with such further terms and conditions, if any, agreed between Outwood Grange Academies Trust and the bidder. Until the said formal agreement is prepared and executed, this offer together with your written acceptance thereof, shall constitute a binding agreement between us.
- 4 OUR OFFER IS VALID FOR \*\*\*\*\* CALENDAR DAYS FROM THE CLOSING DATE OF THIS TENDER.
- 5 Our price (herein referred to as "the Contract Price") for the goods and services to be supplied by us is \_\_\_\_\_.
- 6 A breakdown of the Contract Price for the goods and services is given in the priced schedule attached hereto.
- 7 We further undertake to give you any further information which you may require.
- 8 We warrant, represent and declare that we are duly authorised to submit, sign this tender, receive instruction, give any information, and accept any contract and act for and on behalf of \_\_\_\_\_ (Insert Name of company).
- 9 As 'Processor' we agree to implement the appropriate technical and organisational measures to comply with the legal obligations under the new Data Protection Legislation (May 2018)

<p>Authorised Signature</p> <p>Name :</p> <p>Designation :</p> <p>Dated this _____ day of _____, 20_____</p>
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**NOTICE:** This Form duly completed MUST accompany every Tender Proposal. Any change to its wordings may render the Tender liable to DISQUALIFICATION

## **Appendix A - Specification of requirements and Pricing Schedule**

- The bidder to have specific responsibilities, both under the Transport Act 1985 and under equalities legislation to ensure that reasonable and appropriate accessible transport provision is made
- Bidder to provide documents – insurance, operator licence, etc.
- All drivers MUST be DBS checked – certificates to be provided
  
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