

REQUEST FOR QUOTE

Brooke Weston Academy – Supply of School Uniform

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Project Reference: BWT0123_BWA

Submission Deadline: 12pm 14th March 2019



TABLE OF CONTENTS

Request for Quote	0
Table of Contents.....	1
Introduction and Executive Summary.....	1
Detailed Specification.....	1
Submission Details.....	4
Selection Criteria and Contract Award.....	4
Bidders Checklist.....	5
Business Overview & Background	5
Confidentiality Statement.....	6
Tax and Invoice Requirements	6
Disclaimers.....	6
Terms and Conditions	6

INTRODUCTION AND EXECUTIVE SUMMARY

Brooke Weston Academy (BWA) is a secondary school with 180 students per year, based in Corby Northamptonshire, and part of The Brooke Weston Trust. Brooke Weston Academy would like to invite suppliers to submit tenders for the supply of its school uniform based on the scope of requirements detailed below, to obtain best value for money for parents.

DETAILED SPECIFICATION

SCOPE OF REQUIREMENTS

Current Uniform Provision

The school uniform policy is outlined on the school website. <http://www.brookeweston.org/Students/Uniform/>

The school plan to update the PE kit, to offer the range of uniform detailed below from 2019/20 intake.

Current Uniform	Proposed Uniform from 2019/20	Supplier
Girls Uniform Compulsory		
Navy V-Neck Jumper with embroidered logo	Navy V-Neck Jumper with embroidered logo	Uniform Supplier
Tie	Tie	Uniform Supplier
White Shirt	White Shirt	Any
Black Skirt or Black Trousers	Black Skirt or Black Trousers	Any
Dark Socks or Black Tights	Dark Socks or Black Tights	Any
Girls PE Kit Compulsory		
Navy and White Sports Polo with logo	Navy and Royal Sports Polo with Logo	Uniform Supplier
Girls Skort	Girls Navy Skort	Uniform Supplier
Navy and Sky Sports Socks with BWA Lettering	Navy and Royal Sports Sock	Uniform Supplier

Girls PE Kit Optional		
Navy & White Track Pants	Navy and Royal Track Pants	Uniform Supplier
Navy & White Sweatshirt with logo	Navy Hoody with Logo	Uniform Supplier
Boys Uniform Compulsory		
Navy V-Neck Jumper with embroidered logo	Navy V-Neck Jumper with embroidered logo	Uniform Supplier
Tie	Tie	Uniform Supplier
White Shirt	White Shirt	Any
Black Trousers	Black Trousers	Any
Black Socks	Black Socks	Any
Boys PE Kit Compulsory		
Navy and White Sports Polo with logo	Navy and Royal Sports Polo with Logo	Uniform Supplier
Boys Navy and Skye Multi Sport Shirt	Boys Navy and Royal Sports Shirt	Uniform Supplier
Boys Navy & White Response Shorts with logo	Boys Navy and Royal Shorts	Uniform Supplier
Navy and Sky Sports Socks with BWA Lettering	Navy and Royal Sports Sock	Uniform Supplier
Boys PE Kit Optional		
Navy & White Track Pants	Navy and Royal Track Pants	Uniform Supplier
Navy & White Sweatshirt with logo	Navy Hoody with Logo	Uniform Supplier

Additional items may also be required in future, to bring less deviation from the school uniform guidelines; these will be negotiated with the supplier during the term of the contract.

Terms of Contract

- 3-year contract with a break clause at end of year 2.
- 90-days' notice to terminate contract
- Uniform supply will commence April 2019

Service Requirements

- Stock school uniform items detailed in **Appendix A_BWA Uniform Stock 20190226.pdf**
- Tender responses for Non-Price elements must be completed in format provided **BWT_0123_BWA Uniform_Non-Price Questions.doc** Please see **Bidders Checklist** below for other documentation required.
- Store local to school, stocking BWA school uniform, with ability for parents to try on stock, place and complete orders at the store.
- Supplier should be able to provide staff to support at school open days with ability to size and take orders during events.
- Account Management to oversee school requirements and handle supply queries, within agreed service level.
- Stock commitment approved by school annually and written clarification of stock liability received by end of March.
- Supplier must host a website for the school where orders can be placed online. A link to this website will be added to the school website.
- Support telephone orders, during office hours
- Minimise administration at school
- Free collection option for parents.
- A range of affordable delivery options must be detailed in tender return and pricing schedule.
- Uniform items will be reviewed by the school on an annual basis and items may be added or removed by end of March before the new intake in September.

Quality

- A sample of each product quality should be provided with the tender submission. Options may be provided to choose from but all products should match the specification of the uniform items listed in Appendix A
- The supplier will guarantee quality of products and embroidery demonstrated in sample products, for the duration of the contract.
- Issues with quality will be raised with the Account Manager and a resolution presented within two weeks.

DBS

- All personnel providing support services at BWA are required to provide evidence of Enhanced DBS including barred list checks certification and photo ID.
- The awarded contract may be terminated if evidence cannot be provided to provide the necessary support laid out in Service Requirements.
- Brooke Weston Trust Schools will store evidence of DBS Certification for the duration of this contract, and when necessary suppliers are required to provide copies of renewals.

GDPR

- As the supplier will be receiving orders directly from parents, it is expected they will be registered as a Data Controller under GDPR regulations.
- As part of the account management process, it may be necessary for BWA to share personal data with the supplier to resolve service questions, making the supplier a Data Processor.
- Bidders are required to share details of their Data Protection Policy / GDPR Statement and Data Protection Registration as part of their tender submission.

Pricing

- Tender pricing must be submitted on the format provided in **BWT0123_BWA Uniform_Pricing.xlsx**
- Submissions should include pricing for different delivery options.
- The Tender pricing submitted will be for school year commencing 2019/20
- Consideration should be given to remaining stock held for the school, which as of February 2019 is valued at £3,731 of which £1,129.34 is stock which will be discontinued.
- Pricing may be reviewed on an annual basis before the end of February, for approval by the end of March ahead of following September starting from 2020/2021.
- Brooke Weston Trust will carry out benchmarking to ensure value for money for parents and reserves the right to remove items from the contract that are not best value for money, if significant proportion of pricing is not comparable to market rates, then the contract may be cancelled.

Assumptions

- Brooke Weston Academy staff will manage this contract.
- Contact terms & Service Level Agreement will be drawn up with the chosen supplier before service commences and will reflect the terms laid out in this RFQ.
- School staff will communicate dates for try on sessions during the contract management meetings

Constraints

- Please observe the term time dates advertised on the school website <http://www.brookeweston.org/Calendar/TermDates.aspx>

SCHEDULE OF ACTIVITY

Activity	Start Date	Completion Date
BWT/BWA Issue Request for Quote		27/02/2019
Preliminary Bidder Site Visits & Data Gathering	27/02/2019	08/03/2019
Bidder Submission of Quotation/Proposal		12pm 14/03/2019
BWT/BWA Evaluation	14/03/2019	21/03/2019
BWT/BWA Delegated Authority Approval		22/03/2019
BWT/BWA Communicate Award Contract to Bidders		22/03/2019
BWT/KSA Final Contract Approval		30/03/2019
Service Supplies Commence		April 2019 for Supply 2019/20 Intake

SUBMISSION DETAILS

REGISTERING AN INTEREST

To express an interest in this tender please register via the [In-Tend Education Portal](https://in-tendhost.co.uk/educationportal/asp/Home)
<https://in-tendhost.co.uk/educationportal/asp/Home>

For details of how to register, see the Brooke Weston Trust website, [procurement page](#).

QUESTIONS AND CLARIFICATIONS

Bidders requiring further clarification or interpretation of the RFQ must submit their questions via the clarification section on the [In-Tend Education Portal](#), by 12pm 8th March 2019

SUBMISSION DELIVERY

- Submissions must be delivered electronically via the [In-Tend Education Portal](#), by the submission deadline.
- Please telephone contact below to confirm your email has been received before the deadline.
- Tender submissions must comply with the requirements in the bidders checklist, to include responses to all questions in separate documentation for
 - Pricing
 - Quality & Service Questions
 - GDPR Statement
 - Organisation Summary
 - 3 References

Submission Deadline: 12pm 14th March 2019

Contact: Claire Allsopp / Joanna Bailey
 Tel: 01536 396366 / 01536 684288
 Email: Proc0123@brookeweston.org

SELECTION CRITERIA AND CONTRACT AWARD

The contract will be awarded to the supplier with highest scoring bid based on the evaluation split:

Price	30%
Non Price	70%

NON PRICE EVALUATION

Bids are invited from suppliers with demonstrable experience of providing uniform for more than 15 primary or secondary schools, and host a website in their own name to fulfil this service. Suppliers who cannot demonstrate this experience, do not qualify and need not continue with a bid submission.

Non-Price Questions can be found in the document **BWT_0123_BWA Uniform_Non-Price Questions.doc** available on the Brooke Weston Trust Website Procurement Page.

<https://www.brookewestontrust.org/page/?title=Procurement+Information&pid=198>

Scoring methodology is also included in this document.

Response should be completed in this template document, and supporting documentation must reference the question number.

PRICE EVALUATION

Pricing must be submitted as detailed in spreadsheet **BWT_0123_BWA Uniform_Pricing.xlsx** available to download from the Brooke Weston Trust Website, Procurement Page.

<https://www.brookewestontrust.org/page/?title=Procurement+Information&pid=198>

CONTRACT AWARD

- The contract shall be awarded to successful supplier by the issue of a Purchase Order Number against the returned submission.
- The successful supplier's proposal and this RFQ shall form the basis of the contract.
- Terms and Conditions Brooke Weston Trust will use are detailed in this RFQ
- The contract term is stated in this RFQ.
- Implementation schedule is documented in Schedule of Activity in this RFQ.

BIDDERS CHECKLIST

- Please check all information provided covers the all details requested in the scope of requirements.
- Bids must be received by the submission deadline
- Bids must be submitted by an authorised agent
- Response includes: Answers in **BWT_0123_BWA Uniform_Non-Price Questions.doc**
- Response includes: Pricing in **BWT_0123_BWA Uniform_Pricing.xlsx**
- Response includes **A copy of your GDPR Policy and details of your Data Protection Registration.**
- Response includes: **A summary of your organisation to include:** company number, company name and address, size and scope of your operations, corporate structure, names and titles and experience of key people who will work directly with Brooke Weston Trust if appointed.
- Response includes **References from 3 schools** you currently work with, to include secondary schools.
- Other pertinent information the bidder feels would assist in the evaluation of the bidder's capability.

BUSINESS OVERVIEW & BACKGROUND

The Brooke Weston Trust specialises in education and has a network of both primary and secondary schools across Northamptonshire and Cambridgeshire. With student population of around 7,000, staff population is around 1,000 staff, and details of the trust can be found via our website: <http://www.brookewestontrust.org>

Northamptonshire Schools: Brooke Weston Academy, Corby Business Academy, Corby Technical School, Beanfield Primary Academy, Gretton Primary Academy, Oakley Vale and Kettering Science Academy. Cambridgeshire schools: Thomas Clarkson Academy and Peckover Primary school.

CONFIDENTIALITY STATEMENT

All bidders agree that any information about Brooke Weston Trust, exchanged as part of the quotation, negotiation, or performance stages of this contract will be treated as confidential by the bidder. This is especially important where the information includes Trust finances, enrolment issues, projects and plans for expansion, new academic areas, or other sensitive information.

TAX AND INVOICE REQUIREMENTS

Brooke Weston Trust holds “Charitable Non-Business Activity” status & as such is VAT exempt. Payment terms to the company are net 30 days from the date of invoice.

For this service, the Trust wishes to operate an interim payment schedule, based on a cash-flow forecast, which must be included within the returned quotation

DISCLAIMERS

- Late responses will not be considered.
- Responses must address all terms of this RFQ.
- Terms and conditions may be incorporated into the final contract.
- In the event that there is a discrepancy between the contract and the RFQ, the RFQ will prevail.
- Brooke Weston Trust reserves the right to accept or reject any or all quotations.
- The contract will be awarded to the supplier who provides the best overall value to Brooke Weston Trust.
- That value will be determined by an evaluation of the price and non-price elements of the supplier response.
- Brooke Weston Trust is not obligated to award this contract to lowest bidder.
- Brooke Weston Trust reserves the right to award a contract without further discussions. Therefore, the original submissions must be as complete as possible in all respects.
- Whether a quotation is responsive to this RFQ shall be determined exclusively by and under the sole discretion of Brooke Weston Trust.
- Brooke Weston Trust reserves the right to waive any informality in or reject any or all quotations and accept quotations deemed most favourable to the interest of Brooke Weston Trust after all quotations have been examined and reviewed.
- Any interpretations, correction, or changes in RFQ made in any manner, other than that described here, will not be binding on Brooke Weston Trust and should not be relied on in the RFQ process.
- Brooke Weston Trust may choose to terminate this RFQ at any time for any reason.
- Brooke Weston Trust makes no guarantees as to the actual service purchased, nor will Brooke Weston Trust accept any penalties from the supplier regarding the service purchased

TERMS AND CONDITIONS

These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between the Contractor and BROOKE WESTON TRUST.

1. Definitions - In these conditions:

“Contract” means the agreement between BROOKE WESTON TRUST and the Contractor comprising BROOKE WESTON TRUST’s request for quotation (&/or request for quotation), any specification, the Contractor’s quotation (&/or quotation), these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.

“Contractor” means the individual, firm or company with whom BROOKE WESTON TRUST enters into the Contract (including where the context requires any of the Contractor’s sub-contractors) as identified in the Purchase Order.

“BWT” means the Brooke Weston Trust.

“Goods” means anything (other than Services) supplied or to be supplied to BROOKE WESTON TRUST under the Contract.
“Purchase Order” means the purchase order issued by BROOKE WESTON TRUST to the Contractor for the supply of Goods and/or the provision of Services.

(v) “Services” means all the services that the Contractor is required to carry out under the Contract.

2. Conditions for the supply of Goods - Contractor’s duties

(i) The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor’s expense if they do not correspond with the Contract.

(ii) All Goods shall be delivered, carriage paid, at the place specified and only between 9.00 am and 4.00 pm Mondays to Fridays, unless otherwise agreed by BROOKE WESTON TRUST. A delivery note must accompany the Goods and must specify the quotation reference and the type of Goods being delivered and must include BROOKE WESTON TRUST’s reference number and the Purchase Order number.

(iii) The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor’s expense.

3. Conditions for the supply of Services - Contractor’s duties

(i) The Contractor shall properly perform the Services specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

4. Environmental Requirements

(i) In providing the Goods or Services the Contractor shall comply with BROOKE WESTON TRUST’s environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

(ii) All written outputs produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

(iii) Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for reuse or recycling.

5. Health, safety and security

(i) The Contractor shall ensure that all of the Contractor’s personnel who have access to or are employed on BROOKE WESTON TRUST’s premises comply with BROOKE WESTON TRUST’s health, safety and security procedures and instructions and complete any additional security clearance procedures required by BROOKE WESTON TRUST before working at BROOKE WESTON TRUST’s premises.

6. Invoices and Payment

(i) The Contractor shall submit an invoice within 30 days of meeting any milestone set out in the request for quotation/& or RFQ to the satisfaction of BROOKE WESTON TRUST or otherwise within 30 days of supplying the Goods or Services to the satisfaction of BROOKE WESTON TRUST. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, BROOKE WESTON TRUST shall pay the Contractor within 30 days of receipt of an invoice.

7. Corrupt Gifts and Payments of Commission

(i) In accordance with the Bribery Act 2010, the Contractor shall not receive or agree to receive from any person, or offer or agree to give to, or procure on behalf of any person in the employment of Brooke Weston Trust, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in connection with the Contract.

8. Official Secrets Acts

(i) If applicable to the Contract, the Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

9. Disclosure of Information

(i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations, BROOKE WESTON TRUST reserves the right to disclose information about this Contract pursuant to a valid request for information.

(ii) The Contractor hereby gives consent for BROOKE WESTON TRUST to publish the Contract in its entirety to the public.

(iii) The Contractor shall not disclose any information relating to the Contract or BROOKE WESTON TRUST’s activities without the prior written consent of BROOKE WESTON TRUST, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

10. Discrimination

(i) The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to legislation relating to any discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) as amended from time to time, including but not limited to the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 and the Equalities Act 2010.

11. Sub-contracting and assignment

(i) The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of BROOKE WESTON TRUST. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

12. Intellectual Property Rights

(i) Subject to any prior rights of BROOKE WESTON TRUST, and to the rights of third parties arising otherwise than under the Contract, such intellectual property rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in the Contractor. The Contractor hereby grants a perpetual, irrevocable, worldwide, royalty-free licence to BROOKE WESTON TRUST (and any person authorised by them) to use, supply, reproduce, publish, modify, adapt, enhance or otherwise deal with any materials in which such intellectual property rights exist.

13. Termination

(i) If the Contractor fails to fulfil its obligations under the Contract, BROOKE WESTON TRUST may terminate the Contract forthwith by written notice and, in accordance with condition 16, may recover from the Contractor any reasonable costs necessarily and properly incurred by BROOKE WESTON TRUST as a consequence of termination.

14. Break

(i) Without prejudice to condition 13, BROOKE WESTON TRUST shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor in each case by giving to the Contractor one month's written notice. During the period of notice, BROOKE WESTON TRUST may direct the Contractor to perform all or any of the work under the Contract. Where BROOKE WESTON TRUST has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit and consequential losses, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

15. Loss or Damage

(i) The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of BROOKE WESTON TRUST, or if BROOKE WESTON TRUST agrees, compensate BROOKE WESTON TRUST, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of BROOKE WESTON TRUST. "Loss or damage" includes but is not limited to: loss or damage to property; personal injury; sickness or death; and loss of profits or loss of use suffered as a result of any loss or damage.

16. Recovery of Sums from Contractor

(i) Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to BROOKE WESTON TRUST, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with BROOKE WESTON TRUST.

17. Insurance

(i) The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

18. Notices

(i) A notice may be served: by delivery to the Contractor; by sending it by email to him; or by ordinary first class post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email, or on the second working day after posting.

19. Law and Jurisdiction

(i) The Contract shall be governed by and interpreted in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

20. Dispute Resolution

(i) In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month BROOKE WESTON TRUST may refer the dispute to mediation. During the dispute the Contractor shall at BROOKE WESTON TRUST's discretion continue to perform the Contract with all due diligence.

21. Variations to the Contract

(i) No variation to the Contract will be effective until it has been recorded in writing and signed by BROOKE WESTON TRUST and the Contractor.