

# REQUEST FOR QUOTE

# Little Explorers Outside Area

Joanne Underwood

01536 532707

Project No: BWT0105\_CPA

Submission Deadline: 12th March 2018 12pm



Brooke Weston Trust, Coomb Road, Great Oakley, Corby, Northamptonshire, NN18 8LA, 01536 396366

### TABLE OF CONTENTS

Table of Contents
Introduction and Executive Summary1
Detailed Specification
Assumptions & Constraints
Submission Details
Selection Criteria and Contract Award
Bidders Checklist
Business Overview & Background
Confidentiality Statement
Tax and Invoice Requirements
Disclaimers
Terms and Conditions

# INTRODUCTION AND EXECUTIVE SUMMARY

Compass Primary Academy require the outside area of their Pre-School Little Explorers to become a more workable space in line with the National Curriculum for inside and outside learning. It is our ambition to have a site that offers a positive visual impact and is aesthetically pleasing at the same time as meeting the needs of the children. The external area of the Pre-School is required to have a clear senses of purpose to meet a range of needs including:

- Textured Play Areas
- Defined area for riding bikes and trikes
- Water flow area for water play
- Opportunity for physical development appropriate to the age range of our children (Pre-School aged 3 and 4 years)
- Opportunity for motorskills
- Use of natural materials

The Pre-School is a purpose built building which was built in 2017. The outside area must reflect the vision of the inside area, making the outside area come to life. The area must be low maintenance.

The resulting outdoor space created should:

- Inspire children to explore
- Encourage the use of all areas
- Be suitable for use throughout the year in all weathers in line with the National Curriculum of inside/outside play
- Meet the children's needs for learning and development.

## DETAILED SPECIFICATION

### SCOPE OF REQUIREMENTS

Compass Primary Academy's Pre-School Little Explorers are looking to enhance their outside space in line with the National Curriculum to meet the objectives detailed below. A site map showing the area for development in green is available **BWT0105\_CPA\_LITTLE EXPLORERS SITE MAP.jpg** 

#### **Objectives for Pre-School outside area:**

- The area is to offer a positive visual impact and be aesthetically pleasing to children from all views
- The area should include space for encouraging teaching, play, sports, motorskills, relaxation.
- All space should be put to effective use
- All areas are designed so that they are safe for children to use
- The outside area should be able to accommodate up to 30 children
- Create a storage area for bikes
- The proposed area for water play should consider drainage requirements
- Age appropriate outdoor space for 3 and 4 year old children
- Proposals should support the specific needs of our young children to engage in imaginative and self-initiated play.

### **Other Considerations:**

- Low maintenance area
- Proposal are to include the removal of old unusable planters and fencing
- All proposed structures or equipment must adhere to relevant UK quality standards
- The Pre-School has a maximum budget of £26,000 including contingency to complete this project.

#### Prioritising

• Work must be undertaken to complete by 30 April 2018

#### **Site Visits**

Suppliers are invited to visit the Pre-School on Wednesday 7<sup>th</sup> March 2018. Time will be confirmed to suppliers who express an interest via the Intend Procurement Portal

### DBS CERTIFICATION

All personnel providing services for regulated activity are required to provide evidence of Enhanced DBS including barred list checks certification and photo ID.

Evidence of DBS Certification will be stored by Brooke Weston Trust Schools for the duration of this contract, and when necessary suppliers are required to provide copies of renewals.

### CONTRACT PERIOD

The project must take place during the Easter Holidays – Friday 30<sup>th</sup> March – Monday 16<sup>th</sup> April. The work can extend by a couple of weeks for the right project. All work to be completed by 30<sup>th</sup> April 2018.

### WARRANTY

The supplier must demonstrate and hold all applicable certifications and standards pertinent to this contract.

Warranty period to be no less than 1 year for all work undertaken. All-purpose equipment must be accompanied by warranty period that applies.

Where Health & Safety issues apply, attendance to site for any issues, breakages and failures should be within 24 working hours.

Suppliers are required to hold Public Liability Insurance to the value of £5,000,000

CONFIDENTIAL

### NEW INFORMATION

The supplier must provide Brooke Weston Trust notification of any new regulations relating to this RFQ within the contract period.

### SCHEDULE OF ACTIVITY

Activity	Start Date	Completion Date
Brooke Weston Trust Issue Request for Quote	19.02.18	28.02.18
Preliminary Bidder Site Visits	07.03.18	07.03.18
Bidder Submit Clarification Questions	28.02.18	12.03.18
Brooke Weston Trust Answer Clarification Questions	01.03.18	13.03.18
Bidder Submission of Quotation/Proposal	14.03.18	14.03.18 12 noon
Brooke Weston Trust Evaluation	14.03.18	19.0.18
Brooke Weston Trust Delegated Authority Approval	19.03.18	19.03.18
Brooke Weston Trust Communicate Outcome to Bidders and Award Contract	20.03.18	20.03.18
Brooke Weston Trust Final Contract Approval	21.03.18	21.03.18
Service Supplies Commence	03.04.18	30.04.18

### OUT OF SCOPE

No other work being carried out during the time period stated.

### ASSUMPTIONS & CONSTRAINTS

### ASSUMPTIONS

All costs should be included in quotes, planning if needed, surveys, costs of detailed drawings.

The school reserves the right to limited design finesse after contract award.

### CONSTRAINTS

Work must be completed during Easter Half Term – 29<sup>th</sup> March – 16<sup>th</sup> April due to constant use of the outside area. Additional time for completion by negotiation. All work must be completed by 30<sup>th</sup> April 2018.

#### **Site Access**

Access to the Pre-School outside area is via the Reception Classes outside area. Consideration must be given to movement of diggers etc. All work that is required to access this area must be done during the Easter Holidays to avoid maximum disruption.

Access from the main car-park onto the main school playground is not possible. This must be taken into account when scoping for work.

Access to site outside of normal working hours will be considered. Consideration of the local community must be taken into account.

### SUBMISSION DETAILS

### EXPRESSIONS OF INTEREST, QUESTIONS AND CLARIFICATIONS

Suppliers interested in bidding for this project are required to register on the Supplier In-Tend Portal <a href="https://in-tendhost.co.uk/fe/aspx/Home">https://in-tendhost.co.uk/fe/aspx/Home</a> and register an expression of interest in the Brooke Weston Trust – CPA Little Explorers Outside Area project.

This portal should be used to raise questions and further clarifications about this project. Clarification questions must be submitted before 12<sup>th</sup> March 2018. No questions will be answered directly. Questions will be answered in the clarification section of the portal between 1<sup>st</sup> March 2018 and 13<sup>th</sup> March 2018

### SUBMISSION DELIVERY

Submissions should be delivered electronically via the In-Tend Supplier Portal. <u>https://in-tendhost.co.uk/fe/aspx/Home</u> before the submission deadline

Submission Deadline: 12th March 2018 12pm

Reference: Project No: BWT0105\_CPA

### SUBMISSION REQUIREMENTS

- Only submissions received before the submission deadline will be considered.
- Please telephone to confirm your bid has been received.
- All elements of scope of requirements must be addressed in response.
- Submission format should be
  - Timeline of works
  - Pricing Provide your pricing in the supplied spreadsheet: BWT0105\_CPA Little Explorers Nursery Outside Area – Supplier Price Return.xls
  - Non-Price- Responses should be made in the BWT0105\_CPA Little Explorers Nursery - Response Document.doc
  - Accompanied illustrations and warranty details.
  - Please supply latest company accounts.
  - Evidence of public liability insurance to the value of £5,000,000

### SELECTION CRITERIA AND CONTRACT AWARD

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

Price20%Non Price80%

### PRICE EVALUATION

Please provide pricing on pricing template:

#### BWT0105\_CPA Little Explorers Nursery Outside Area - Supplier Price Return.xls

Pre-School Outside Area	PRICE £	Notes to support pricing
Curriculum Requirements		
Landscaping		
Play Areas		
shelters		
other		
contingency		
Pre-School Outside Area Total		

Bid pricing will be measured against all other bids received, and allocated a Final Price Score based on 20% of the total scoring. The lowest price will get the highest score. The formula to calculate each bidders Final Price Score is below.

- An average price of all bids received is calculated.
  = sum of all bid total costs / number of bids.
- 2. A **price score** is calculated comparing the bidders cost to the **average price** = 200-(100/1 \* bidders price/average price)
- 3. A **normalised price score** is calculated comparing the price score with the maximum **price scores** of all bids
  - = 100\*bidder price score/maximum bidder price score
- Final Price Score is calculated by weighting the normalised price score by 20%
  = bidder normalised price score \* 20/100

### NON PRICE EVALUATION

The non-price element of this project will be evaluated in 3 stages.

**Stage 1 – Pass/Fail:** Only Suppliers who are able to demonstrate in their timeline of works, that they can complete the work in the timescales laid out in the contract period section will be considered.

**Stage 2 – Response Evaluation**: Suppliers are asked to respond to questions relating Understanding, Design, Experience and Capability Questions in the: **BWT0105\_CPA Little Explorers Nursery - Response Document.doc** This section carries 60% of the scores.

**Stage 3 – Supplier Presentations:** Suppliers who are able to meet the required timescales and who have answered the questions in stage 2 will be invited into present their solution to Compass Primary School. Details of what suppliers are asked to present are laid out in the **BWT0105\_CPA Little Explorers Nursery - Response Document.doc** This section carries 20% of the overall score

The scoring methodology for stage 2 and 3 is also laid out in **BWT0105\_CPA** Little Explorers Nursery - Response **Document.doc** 

### CONTRACT AWARD

- The contract shall be awarded to successful supplier by the issue of a Purchase Order Number against the returned quotation.
- The successful supplier quotation 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 Detailed Specifications Contract Period in this RFQ.
- Implementation schedule is documented in Schedule of Activity in this RFQ.

## **BIDDERS CHECKLIST**

- □ Bidders must provide information to cover all elements of the specification, by the submission deadline.
- □ Include bidder company information, describing the size and scope of operations, corporate structure, names, titles and roles of people who would be working directly with Brooke Weston Trust if your company were to be awarded the contract, and years of experience with your company.
- □ Provide a copy of your organisations latest Annual Report, or Audited Balance Sheet including Profit and Loss statement. If available via website, a link to this information to made available. References to be included in bid both financial and previous or ongoing customer references, who may be contacted in the evaluation process.
- Please provide references from of other education customers you have worked with.
- □ Clearly indicate if any of the roles listed in this RFQ will be subcontracted to another supplier.
- □ Outline a plan to set up and maintain a successful delivery programme.
- □ Other pertinent information the bidder feels would assist in the evaluation of the bidder's capability.
- □ Pricing must be split out on a separate page.

### 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 a student population is around 7,000, staff population is around 1,000 staff, and details of the trust can be found via our website: <u>http://www.brookewestontrust.org</u>

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, which is exchanged as part of the quotation, negotiation, or performance stages of this contract will be kept 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.
- Quotations 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 (BWT) reserves the right to accept or reject any or all quotations.
- It is the Trusts' intention to award this contract to the supplier who provides the best overall value to the Trust.
- That value will be determined by an evaluation of the price and non-price elements of the returned supplier information.

- 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 also 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 general 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 subcontractor 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 months' 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.