



BURNTWOOD

AN ACADEMY FOR GIRLS

Contract for security services

Invitation to tender

Section 1: Introduction

Purpose of this document

Burntwood School (“the School”) is inviting tenders from suitably experienced and qualified contractors for the provision of security services in accordance with the Specification at Schedule 1 of the attached contract (“the Services”).

The Contract will be for an initial period of three years commencing on 1 August 2019, subject to the termination provisions therein and subject to extension at the School’s discretion for up to one further year.

Unless otherwise notified, the timetable for this stage of the process will be as follows:

Invitation of selected candidates to tender	3 June 2019
School Open Morning	TBC
Deadline for receipt of queries	12 June 2019
Final responses to queries published	14 June 2019
Deadline for return of tenders	21 June 2019
Proposed Interview Date (details to follow)	TBC
Proposed Contract Start Date	1 August 2019

Section 2: Important information

Pre-qualification questionnaire

Tenderers have been invited to submit Tenders based on a 'good faith' acceptance of the responses provided in the selection questionnaire ("SQ"). The School reserves the right to seek verification of any matters raised in the SQ, either by carrying out its own inquiries or by requesting further clarification from tenderers.

Therefore, the fact that a Tenderer has been invited to submit a Tender does not necessarily indicate that the Tenderer has satisfied the School as to any matters raised in the SQ.

Preparation of tenders

It is the responsibility of each Tenderer to obtain for itself at its own expense all information necessary for the preparation of its Tender. Tenderers shall acknowledge that upon submission of their Tender they have satisfied themselves that they fully understand the requirements of the Specification and Tender Documents, the local conditions, and the full extent of the obligations under the Contract.

Information supplied to Tenderers by the School (whether in the Tender Documents or otherwise) is supplied for general guidance in the preparation of Tenders. The School shall exercise reasonable care and skill with respect to its preparation of information supplied to Tenderers but makes no warranty as to its accuracy or completeness.

Tenderers shall take all reasonable steps necessary to satisfy themselves by their own investigations at their own expense of the accuracy of such information and shall be deemed to have done so. Notwithstanding the foregoing, neither the School nor any of their Employees makes any representations or warranties as to the accuracy or completeness of any information supplied by the School and any information provided by a third party and no claim against the School shall be pursued or accepted, whether in contract or tort, under the Misrepresentation Act 1967, or otherwise on the grounds of any inaccuracy with respect to such information supplied to Tenderers.

All information supplied by the School in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer and shall not be disclosed to any other persons except that such information may be disclosed on a confidential basis solely for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

The Tender Documents are and shall remain the property of the School and must be returned upon demand. Copyright in and ownership of the Tender Documents including the Conditions, the Specification and the Schedules and in all documents (including any drawings and plans) forming part or mentioned or referred to in the Tender Documents shall not pass to the Tenderers or their agents.

Tenderers shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or quotations as aforesaid) except with the prior written consent of the School.

The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the rates and prices stated in its Tender which shall (except insofar as otherwise provided in the Contract) cover all the Tenderer's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks contingencies and any other circumstances which might reasonably influence or affect the Tenderer's Tender.

Seeking clarification

Tenderers should seek to clarify any points of doubt or difficulty with the School before submitting a Tender.

For this purpose contact shall only be made with the Deputy Principal, Howard Jackson by email to hjackson@burntwoodschoo.com or by letter addressed to Howard Jackson at the school's address. The School will then endeavour to answer any such written enquiries prior to tenders being submitted. No contact shall be made with any other officers or employees of the School without prior written consent.

Written replies will be provided to all such enquiries and any additional points of clarification or information contained therein will be circulated to all prospective Tenderers. Any answers to questions and advice or other information provided is given as general guidance in accordance with, and subject to, the conditions of these Instructions for Tendering and the Tenderer has in the terms of this Contract an unqualified responsibility to determine the full extent of the Contract and the resource obligations and the risk that the price submitted in the Form of Tender has upon the Tenderers.

Basis of Tenders

Tenders are invited on the basis that:

- all prices quoted in the Tender Documents and all associated documents shall be exclusive of VAT but inclusive of all administrative costs and overheads including without limitation, unproductive time, staff training, attendance at meetings, liaison with the Authorised Officer and the School's internal and external auditors and other external agencies, and travelling and subsistence;
- the Contract is for an initial period of three years subject to the termination provisions contained therein and subject to extension at the School's discretion for one further year;
- the successful Tenderer must undertake all preparatory work and must commence full operations under the Contract on the Commencement Date;
- Tenderers acknowledge that the School is subject to the Freedom of Information Act 2000 and may be required under that Act to disclose pricing information, Tenders, and other correspondence received during this tender process. Tenderers should indicate clearly any specific aspects of their tender that they believe to be of a confidential nature or likely to prejudice their commercial interests if disclosed. The School shall take these representations into account when deciding whether to disclose information under the Freedom of Information Act 2000 but shall in any event bear no liability for the consequences of such disclosure;
- Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted;
- in addition to any more specific obligations imposed by the terms of the Contract, the Tenderer must satisfy the School that it has complied with all formal and substantive requirements contained in the Tender Documentation;
- the School does not bind itself to accept any of the Tenders and may terminate this tender process at any point prior to entry into a legally binding contract; and
- the School shall not be responsible for any costs, expenses or losses (of whatever nature) incurred by any Tenderer in connection with this tender process.

Tenderers' warranties

In submitting a Tender, each Tenderer warrants and represents and undertakes to the School that:

- it has not done any of the acts or matters referred to in the 'Rejection of Tenders' paragraph below and has complied in all respect with the Instructions for Tendering;
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the School by the Tenderer or its employees in connection with or arising out of the Form of Tender and this Tender generally are true, complete and accurate in all respects;
- it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Form of Tender, the Specifications and Schedules and the Conditions and that it has not submitted the Form of Tender, and will not have entered into the Contract, in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the School;
- it has full power and authority to enter into the Contract and to carry out the Services and will if requested produce evidence of such to the School;
- it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted by the Tenderer to the School) which may adversely affect such financial standing in the future;
- by the Commencement Date it will procure, and during the Contract Period it will have, sufficient working capital, skilled staff, equipment and other resources available to carry out the Services in accordance with the Contract for the Contract Period; and
- it has obtained, or will have obtained by the Commencement Date, all and any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services.

TUPE

Tenderers are advised to take their own independent professional advice on the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") and any other applicable rules or regulations to any Contract that may arise from any Tender they submit.

Freedom of Information

The School is a public authority within the meaning of the Freedom of Information Act 2000 ("2000 Act").

Information in relation to this Tender and all correspondence received may be made available on demand in accordance with the 2000 Act.

As stated in the fourth bullet point of the "Basis of Tenders" paragraph above, Tenderers should state if and why any of the information supplied by them in response to this Invitation to Tender is confidential or commercially sensitive or exempt from disclosure under the 2000 Act.

Notwithstanding the foregoing, unless in the School's view an exemption under the 2000 Act or a duty of confidence applies, information shall be disclosed in accordance with the 2000 Act in response to a freedom of information request where the public interest in favour of disclosure outweighs a Tenderer's commercial interests in maintaining non-disclosure.

Rejection of Tenders

The School may reject any Tender submitted by any Tenderer, where the Tenderer:

- fixes or adjusts the prices and rates shown within or underlying its Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person's Tender or communicates to any person other than the School the amount or approximate amount of prices or rates shown in its Form of Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Form of Tender or for the purposes of financing or insurance;
- enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender;
- offers or agrees to pay or gives or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender any act, omission, or thing of the sort described in the two paragraphs above;
- in connection with the award of the Contract commits an offence under the Bribery Act 2010;
- has committed any of the offences listed in regulation 57(1) of the Public Contracts Regulations 2015, or has directors or persons with powers of representation, decision or control who have committed any such offences;
- has committed any of the acts or experienced any of the circumstances listed in regulation 57(3)-(8) of the Public Contracts Regulations 2006; or
- has directly or indirectly canvassed any employee, member or official of the School concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer.

Any rejection shall be without prejudice to any civil remedies available to the School or any criminal liability which such conduct by a Tenderer may attract.

Non-consideration of Tenders

The School need not consider a Tender if:

- it is not in accordance with the Instructions for Tendering and all other provisions of the Tender;
- the Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions or the Specification or the Schedules except where a variation or alteration is expressly invited or permitted by the School in writing;
- the Tenderer does not tender for the provision of the whole of the Services except where the tender for part of the Services is expressly invited or permitted by the School in writing; or
- it is incomplete or incorrectly completed.

Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a Tenderer shall, if inconsistent with the terms and Conditions of the Tender Documents, be deemed to have been rejected by the School unless expressly accepted in writing.

Contract formalities

In submitting their Tenders, Tenderers undertake that in the event of their Tender being accepted by the School, they will within 14 days of being called upon so to do by the School execute a formal Contract as a deed consisting of the Contract Documents and all other agreements that the School considers necessary to put the Contract into effect and, until such date as the Contract is executed, the successful Tender together with the School written acceptance thereof will form a binding agreement between the School and the Tenderer on the terms of the Contract Documents. The School reserve the right to make minor changes of a drafting nature to the Contract Documents and all such reasonable changes will be accepted by the Contractor.

Period of Validity

The School hereby promises to pay the Tenderer the sum of £1, if demanded, in consideration of which promise (and by submission of the Tender) the Tenderer agrees to keep its Tender valid for acceptance for a period of 26 weeks from the closing date for the return of Tenders. In submitting a Tender the Tenderer accepts this promise made by the School.

Section 3: Award Criteria

The award of the Contract will be based on the most economically advantageous tender.

Tenders will be scored on the basis of the following weighting criteria:

Criterion	Weighting
Pricing	50%
Method Statement	30%
Interview	20%
TOTAL:	100%

Pricing

Tenderers are asked to supply hourly fees, valid for the initial three year Contract Period, as described in Section 5. The School will evaluate an estimated annualised cost for each Tenderer based on an anticipated requirement of 250 additional person-hours in excess of the specified requirement per annum. The lowest price tender will score 50 points and other Tenderers will score as follows:

$$\left(\text{Annualised cost of lowest tender} / \text{Annualised cost of relevant tender} \right) \times 50$$

Method Statement

The method statement will be awarded a score between 0 and 20 calculated as follows:

Score	Description
0	The response is missing, irrelevant or wholly unacceptable.
6	The response is poor and in the School's opinion will result in a high-risk or low-quality solution.
12	The response is below expectations and the School has significant concerns about elements of it.
18	The response is satisfactory. Concerns identified are unlikely to have a significant adverse effect on the overall delivery of services.
24	The response is good. The School has no material concerns in connection with the response.
30	The response is excellent and significantly exceeds the contractual specification.

Interview

After considering the Tender documentation submitted by each Tenderers, the School shall invite top-scoring Tenderers to attend an interview with the School. The School anticipates inviting two Tenderers to this stage but may invite further Tenderers to this stage at its discretion. Responses at interview will not affect scoring for earlier paper responses. Further information as to the interview will be made available in due course.

Section 4: Tendering instructions

A Tender must be made in accordance with these tendering instructions.

Tenders should complete the Form of Tender at Section 6. This should be submitted together with responses to questions in Section 5.

Responses (other than authorised additional documents, such as CVs) must be typed in Arial size 10.5 and must comply with the page limits notified in Schedule 5.

All documents requiring a signature must be signed:

- where the Tenderer is an individual, by that individual and witnessed by an independent third party;
- where the Tenderer is a partnership by two duly authorised partners whose signatures shall be witnessed by an independent third party; and
- where the Tenderer is a company by two directors or by one director whose signature shall be witnessed by an independent third party or by a director and the company secretary of the Company, such persons being duly authorised for that purpose and Tenderers acknowledge that the School may for all purposes rely on the due authority and authenticity of the persons signing and of the signatories to all documents.

All documents must be sealed in an envelope and delivered to the school not later than 21 June 2019. No Tender will be considered if it is not delivered as prescribed in these Instructions for Tendering including by the due date and time.

Section 5: Tender questionnaire

Pricing

Please supply:

- your hourly rate for the supply of one security officer to meet the specified requirements, from Monday-Friday;
- your hourly rate for the supply of one security officer to meet the specified requirements, from Saturday-Sunday and Bank Holidays;
- your hourly rate per officer for supplying capacity in excess of the specified requirements (i.e. supplying additional officers and/or additional hours).

Fees should exclude VAT and be valid for the initial three years Contract Period.

Method Statement

Please describe in no more than 4 sides of A4, how you would provide a high quality, effective and economic service.

In particular, please describe:

- how you will ensure security officers are consistently smart, polite and with a good command of English;
- your training for incident de-escalation and restraint;
- your procedures for log taking;
- your policy and arrangements for lone working;
- your proposals for dealing with any short notice requirements to supply a consistently reliable service;
- the availability and contract procedures for management;
- your proposals for supply and rotation of staff including shift lengths;
- how you will keep secure our keys and access codes;

- your proposals for vetting of recruits; and
- how your officers could assist the school in spotting maintenance issues.

Section 6: Form of Tender

UNCONDITIONAL AND IRREVOCABLE OFFER TO PROVIDE SECURITY SERVICES TO BURNTWOOD SCHOOL

To: BURNTWOOD SCHOOL

Having examined the Conditions, the Schedules and all other documents included in the Invitation to Tender (or issued in support thereof) for the performance of Services, we hereby offer to provide the Services in conformity with the said Conditions and Schedules:

- paying such sum, if any, as a may be ascertained in accordance with the said Conditions; and
- for the Contract Period of three years commencing on 1 August 2019, but subject to termination and all other provisions set out in the Conditions and subject to up to extensions exercisable by the School.

We hereby warrant and undertake to you that the accompanying information has been diligently prepared by us to conform to the tendering instructions in the invitation to tender.

In consideration of the School's promise to pay us the sum of £1 (one pound) if demanded, we hereby undertake to keep our Tender open and valid for acceptance for a period of [26] weeks from the closing date for the return of Tenders and that the offer set out in this Tender constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by you, whereupon there shall be constituted a binding Contract.

We hereby undertake that, in the event of our Tender being accepted by you, we will within 14 days of being called upon by you to do so, execute a formal Contract with the School as a deed consisting of the Contract Documents and all other agreements that the School consider necessary to put the Contract into effect. Unless and until a formal Contract is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between the School on the one part, and us on the other.

We understand that you shall use a weighting process to assess Tenders, that you are not bound to accept any of the Tenders, that you may terminate this tender process at any point prior to entry into a legally binding contract; and that you shall not be responsible for any costs of whatever nature incurred by us in connection with our Tender.

In making this offer, we certify as follows:-

- 1 The Tender submitted herewith is a bona fide tender intended to be competitive.
- 2 We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the

disclosure, in confidence, of the appropriate amount of the Tender was essential to obtain an insurance premium quotation required for the preparation of the Tender);

- enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- offer, pay, give or agree to give any sum of money or valuable consideration directly to any person doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above; and
- directly or indirectly canvassed or solicited any member, officer or employee of the School concerning the acceptance of any Form of Tender or directly or indirectly obtained or attempted to obtain information from any such employee, member or officer concerning any other Tenderer or Form of Tender submitted by any other Tenderer.

4 In this certificate:-

- “person” includes any person and any body or association corporate or incorporate
- “Any agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.

This offer is executed as a **DEED** by us on the date stated below.

Dated this [] day of [], [2019].

Executed as a deed by
NAME OF TENDERER
acting by a director and its company secretary
or by two directors

Director

Director / secretary

[OR]

Executed as a deed by
NAME OF TENDERER
acting by a director
in the presence of:

Director

Witness signature:

Witness full name:

Witness address:

Section 7: The Contract

TO BE INSERTED