

**Request for Information**

**Finance System**

**2 August 2017**

Dear Sir / Madam:

We kindly request you to submit your submission to our Request for Information.

This period of engagement is subject to agreement but we expect this to be initially for 3 years following an implementation phase

Your response should include the following information:

* + - Details of relevant experience appropriate to the needs of Nacro and the activities and issues addressed;
    - Details of any relevant services that may be appropriate to the needs of Nacro;

Proposals may be submitted on or before the **16 August 2017** (5pm) via E- Mail, to [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk)

It shall remain your responsibility to ensure that your response will reach the address above on or before the deadline. Responses received after the deadline indicated above, for whatever reason, may not be considered for evaluation.

Please take note of the following additional requirements and conditions pertaining to the supply of the above-mentioned good/s or services

|  |  |
| --- | --- |
| Delivery Address | **Please refer to Section 2**  **Nacro**  Finance Department  Challenge House  148/150 High Street  Aston  Birmingham  B6 4US |
| Method of RFQ Submission: | **RFI – Finance System**  Submit your details and offer as an signed electronic file in .pdf format together with a detailed response (Nacro Vendor RFI.xls) to [procurement@nacro.org.uk](mailto:procurement@nacro.org.uk) |
| Delivery Date | **No later than 5pm WEDNESDAY 16 AUGUST 2017** |
| Currency and tax | UK pound sterling net of VAT |
| Non-Disclosure | Contractor(s) will enter into a Confidentiality and Non-Disclosure agreement with Nacro as a condition of this Contract |
| Payment terms | 30 days of receipt of a valid invoice |
| Conditions for release of payment | Services as per Contract deliverables |
| Evaluation Criteria | Shortlisting and Interview |

1. Services proposed shall be reviewed based on completeness and compliance of the quotation with the minimum specifications or as described in the Terms of Reference / Scope of Work (TOR/SOW) above and or any other annexes providing details of Nacro’s requirements
2. The quotation that complies with all of the specifications (TOR evaluation criteria) and requirements and offers the lowest price shall be selected. Any offer that does not meet the requirements shall be rejected.
3. Any Purchase Order / Contract that will be issued shall be subject to the General Terms and Conditions herein attached hereto.
4. Nacro is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a quotation, regardless of the conduct or outcome of the selection process.
5. Nacro reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for Nacro ’s action. Nacro shall neither be obliged to award the contract to the lowest price offer.
6. Nacro implements a zero tolerance on fraud and corrupt practices, and is committed to preventing, identifying and addressing all such acts and practices against Nacro, as well as third parties involved in Nacro activities

Yours sincerely

Rocco Zitola

Legal Manager

**ANNEX 1**

**Section 1 - Introduction**

Nacro, is a registered charity (Registered No. 226171) a company limited by guarantee (Registered No. 00203583) and a Registered Provider of Social Housing (Registered No. 4781)

Nacro, ‘the social justice charity’, is dedicated to reducing crime and reoffending in communities across England and Wales. We design and deliver programmes that equip people with the skills, advice, attitude and support they need to move their lives on and move away from crime. Our services include housing, education and training, substance misuse, offender management, a resettlement helpline and advice service and work with employers to help them recruit safely. We also work closely with government, public and private sector partners, using our experience on the ground to establish and pilot the best ways of reducing crime in local neighbourhoods, as well as using our knowledge of what works to reduce crime to help inform policy.

We design and deliver programmes that equip people with the knowledge, skills, advice, attitude and support they need to move their lives on and move away from crime. Our areas of work include:

* **Education:** we equip young people with the skills they need to get back into education, training or employment.
* **Housing:** we support young people, homeless people and offenders to find somewhere to live and to develop independent living skills.
* **Health:** we work with individuals and the community, offering interventions to people so they can not only recover from drug or alcohol dependence but also start to contribute actively and positively to the community.
* **Justice:** we work with offenders in the courts, in prisons and in the community, managing the offender journey in a way designed to minimise the risk of reoffending. We provide practical advice and support on resettlement matters to offenders, their families and practitioners; and also offer advice, training and consultancy on assessing risk and managing the recruitment and retention of staff with criminal convictions.

Nacro operates with an elected Council of Trustees who oversee and provide strategic direction. The Chief Executive officer leads an Executive Leadership Team (ELT) consisting of a Director of Finance and Corporate services, a Director of Housing, a Director of Human Resources and Organisational Development, Director of Health & Justice, and a Director of Education/Education Principal.

**Section – 2**

**Outline Requirements**

Nacro is seeking a new finance system to support our aims of developing a more effective and efficient financial management service.

The high-level requirements for the solution includes the ability for the:

* Provision of fully integrated finance modules. The core modules will include: General Ledger, Budget Management, Cash Management, Accounts Payable, Accounts Receivable, and Fixed Assets/Component Accounting
* Tenderers who offer exclusively Cloud based products will not progress to the next phase. Nacro is seeking to utilise the system on its server infrastructure.
* Nacro is expecting to see gains in productivity, efficiency and accuracy of decision making through the automated production of financial reports, KPI reporting, support for related data analysis and generation of statutory returns, where appropriate. Productivity and efficiency gains will also be achieved through workflow improvements and changes to business processes
* Procure to pay processes that include efficient requisitioning and approval workflows through to invoice matching and payment
* Accounts Payable to include standard reports VAT returns and other standard reports to improve Accounts Payable processing. Standard functionality to allow GL to drilldown to Accounts Payable details and ultimately to scanned invoices
* Accounts Receivable system that allows for periodic/recurring invoices, variable receipting options, debt management and recovery. To include integration with cash management and GL with a standard suite of reports for AR management
* General Ledger which consists of a flexible Chart of Accounts, Budget Management module that allows for multi years and flexible modelling for comparison purposes.

**Section – 3**

**Proposed Contract**

The contract will be for an initial three year period. The contract may be extended by another period of two years

**Section – 4**

**Assessment of Tenders**

Tenders will be assessed on the following criteria:

Organisational 10% total marks

Technical Solution 40% total Marks

Pricing solution 50% total marks

In assessing the above, regard will be taken of

* Experience within the last three years of advising charitable bodies/ or housing associations with similar needs and evidence of understanding the challenges and constraints within the sector. Or experience of an SME with a complex internal structure.
* Risk ratings (if any) given by Dun & Bradstreet
* The quality and experience of the proposed mobilisation and support team
* The suitability of the proposed technical solution
* The firm’s approach to customer service, quality assurance and environmental considerations.
* Value for money

**Annex 2**

**GENERAL TERMS AND CONDITIONS**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor and neither the Contractor, nor any subcontractor, nor any of their personnel shall be considered to be employees or agents of Nacro.

**2. PAYMENT TERMS**

(a) Nacro shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon the Nacro’s acceptance of the work specified in the Contract.

(b) The prices shown in the Contract cannot be increased except by express written agreement by the Nacro. Nacro will not pay any charge for late payment unless expressly agreed to in writing.

**3. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

**4. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to the Nacro in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect Nacro and shall fulfil its commitments with the fullest regard to the interests of the Nacro.

**5. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of Nacro. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

**6. ASSIGNMENT AND INSOLVENCY**

(a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Nacro.

(b) Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, Nacro may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Contractor written notice of termination.

**7. SUBCONTRACTING**

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval of Nacro for all subcontractor(s). Nacro’s approval of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

**8. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless and defend at its own expense Nacro, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers’ compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

**9. INSURANCE AND LIABILITIES TO THIRD PARTIES**

(a) The Contractor shall provide and thereafter maintain all appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from the execution of the Contract.

(b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract.

(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:

1. Name Nacro as additional beneficiary (additional insured);
2. Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against Nacro;
3. Provide that Nacro shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
4. The Contractor shall, upon request, provide the Agency with satisfactory evidence of insurance

**10. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any office or on file with Nacro against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

**11. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by Nacro shall rest with Nacro and any such equipment shall be returned to Nacro at the conclusion of the Contract or when no longer needed. Such equipment, when returned shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate Nacro for any damage or degradation of the equipment that is beyond normal wear and tear.

**12. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the Contract.

**13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

Except as otherwise expressly provided in the Contract Nacro shall be entitled to all intellectual property and other property rights, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced, prepared or collected in consequence or in the course of the execution of the Contract. At the request of the Agency, the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such proprietary rights and transferring them to the Agency in compliance with the requirements of the applicable law.

**14. CONFIDENTIALITY**

(a) All technical, financial or other documentation and data the Contractor compiled for or received from Nacro under the Contract shall be treated as confidential and shall be delivered only to Nacro’s authorised officials on completion of the Work or as requested by Nacro.

(b) The Contractor may not communicate at any time to any other person, Government or authority external to Nacro, any information known to it by reason of its association with Nacro which has not been made public except with the authorisation of Nacro, nor shall the Contractor at any time use such information to its advantage. These obligations do not lapse upon termination of the Contract.

**15. PUBLICITY**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of Nacro, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of Nacro or any abbreviation of the name in connection with its business or otherwise, without the prior written approval by Nacro.

**16. FORCE MAJEURE**

(a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.

(b) In the event of or as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to Nacro of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify Nacro of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Contractor’s performance under the Contract. Upon receipt of the notice required under this Article, Nacro shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(c) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Agency shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 17 (“Termination”) of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

**17. TERMINATION**

(a) Nacro may terminate the Contract in whole or in part, and at any time, upon thirty (30) days’ notice of termination to the Contractor. The initiation of arbitral proceedings in accordance with Article 18 (“Settlement of Disputes”) of these General Terms and Conditions, shall not be deemed a termination of the Contract.

(b) In the event of termination by Nacro, no payment shall be due from Nacro to the Contractor except for work and services satisfactorily performed in accordance with the express terms of the Contract.

(d) Should the Contractor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, Nacro may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Contractor shall immediately inform Nacro of the occurrence of any of the above events.

**18. SETTLEMENT OF DISPUTES**

(a) The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

(b) Any dispute, controversy or claim that is not settled under the preceding paragraph, shall be referred to arbitration in accordance with the CEDR arbitration rules as at present in force.

**Annex 3**

**RESPONSE**

**PART 1 – ORGANISATIONAL EXPERIENCE**

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| **Describe your organisation resources and capability to deliver the project focussing on the key people who will deliver the Project** |
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| --- |
| **Describe previous similar or relevant experience within the charitable or social landlord sector** |
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**PART 2 – TECHNICAL EVALUATION**

**Please complete the associatted excel spreadsheet (Nacro Vendor RFI.xls)**

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**PART 3 – FINANCIAL EVALUATION**

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| --- | --- |
| **Please outline your proposed fee and fee structure** | **Price proposed (£)** |
| Overall Fee |  |
| Fee Structure |  |