



**United Learning**

**Invitation to Tender for Group Utilities Partner**

**2023 - 2027**

**March 2023**

## SECTION 1: INTRODUCTION

### *Overview of United Learning*

United Learning is a group of schools which aims to provide excellent education to children and young people across the country. We seek to improve the life chances of all the children and young people we serve and make it our mission to bring out 'the best in everyone' – students, staff, parents, and the wider community. Uniquely, our Group includes significant numbers of schools in both the public and the private sectors, working together for mutual benefit.

We provide a broad education, which prepares young people to progress in learning and to make a success of their lives. We focus sharply on the evidence of what makes it more likely that young people will progress and succeed, apply that to our practice and continue to learn and develop our schools. We make it a priority to provide teachers with excellent professional support and development so that every child receives an excellent experience.

Through being a group, we can offer more to both staff and young people than any single school could offer alone. The growing range of outstanding group-wide activities that we can provide will mean that more young people will have truly exceptional and inspiring experiences. Already, we believe that our Group contains the most developed relationships and practical interaction between independent and state schools in the country, creating benefits for all the schools involved.

From Cumbria to Kent, we are inclusive and welcoming schools, welcoming children of all backgrounds, all faiths and none, all abilities and giving over 40,000 children an inspiring education. Whether you are a parent looking for an outstanding school for your child, a teacher looking to progress your career or a governor of a school looking to work closely with others, I hope that what you read here encourages you to find out more.

United Learning is committed to making a “great contribution beyond the group” as described in its strategy The Best in Everyone 2021-26, to ensure that our work is sustainable and to seek to avoid negative impact on the environment and climate. We are committed to reducing the carbon omissions associated with all our operations towards our goal of net zero by 2030.

### *Overview of our estate*

As of March 2023, the Group consists of:

- United Learning Trust – the largest Multi-Academy Trust, responsible for operating 79 Academy schools.
- United Church Schools Trust – a group of 13 Independent schools.

The UL Academy portfolio is diverse, and our estate is spread across the UK with education institutions from Carlisle to the South Coast. Our growth strategy will see our current portfolio grow year on year. We have a diverse range of properties from listed historic buildings to state-of-the-art purpose-built education buildings including boarding schools. Throughout our estate we have considerable open space that ranges from sports pitches, playing fields and protected woodlands.

Our schools are geographically spread from Carlisle in the North to Poole in the South. A list of schools in the group, together with some basic information is enclosed in Appendix A.

## SECTION 2: BRIEF

For several years, we have worked with an energy consultant to provide expert energy/environmental purchasing and advice for much of our energy requirements across the school estate. They have, amongst other things, procured energy contracts, advised on purchasing arrangements, reviewed our water contracts, managed the

“onboarding” process for incoming schools in respect of energy, managed our metering etc. A comprehensive scope of these services is included below.

We are seeking to again appoint a Utilities Partner via a Concessions Contract for a four-year period to tender and manage a Framework or suite of Frameworks compliant with the Public Contract Regulations 2015 for the procurement and supply of mains gas, electricity, metering agreements, liquid fuels, biomass, and water. Additionally, the partnership service should include the management of utilities portfolio asset information, management and analysis of billing, consumption and export data, management of on-site generation and associated export agreements.

As an indicator of the size of our energy requirement, the 2022/23 energy consumption figures across the estate are predicted to be:

Gas	65,144 MWh	200+ Meters
Electricity	35,709 MWh	173+ Meters

The Partner must be capable of providing complimentary services including bureau support and bill validation and audits of historic import, export, and invoicing data to identify and recover overpayments including through the identification of incorrect allocation of industry charges (forensic revenue recovery). It is expected that the Partner will enable access to a central energy database and facilitate the availability of key energy data for nominated United Learning Central Office staff/schools on a needs basis via a web portal or other digital platform so that data can be scrutinised going forward.

The Partner is expected to act in United Learning’s best interests providing advice and guidance when required to ensure availability of energy across the portfolio, best value wheresoever possible and full compliance for the duration of the partnership.

The partnership will commence in 2023, subject to Board approval, and will run for four years in line with typical Contract periods. Extension of the partnership into future periods will be subject to performance, procurement regulations at the time and agreement by both parties.

### *Scope of Works*

This Procurement will establish a single-supplier Utilities Partner Agreement for the provision of:

- Utilities procurement compliant with the requirements of the Public Contracts Regulations 2015 or any equivalent future regulations governing expenditure in the education sector.
- energy and carbon commodities risk management.
- energy and water bill validation and consumption analysis (bureau service)
- asset management of energy generation plant, high-energy consuming building services, water extraction and treatment plant and other associated infrastructure.
- consultancy support and advice on environmental compliance and decarbonisation matters to drive efficiencies on a site by site basis wherever possible.
- access to energy data when required on a school-by-school and holistic basis as part of our energy reduction plan.
- regular updates on energy performance in report format both across United Learning and on a school-by-school basis.
- forensic revenue recovery for utilities and associated billing
- other ancillary products and services.

The opportunity is being tendered in a single Lot.

Ancillary products and services may be requested from the successful Provider at the discretion of United Learning; these may include but are not limited to:

- Demand Side Response (DSR)/Frequency Response services
- Onsite Energy Generation Solutions
- Energy Storage Solutions
- Electric Vehicle Charging Points
- Energy As A Service options
- Other services related to the effective management of energy and sustainability in the education estate, including through the deployment of new technologies and innovation strategy.

It is not a requirement of the Contract for potential providers to offer all ancillary services listed above. Those services which are mandatory are covered within the Specification for service delivery.

United Learning is actively looking to reduce its environmental impact and intends to review the viability of Corporate Power Purchase Agreements and other methods of increasing the additionality of renewable electricity procured. United Learning may consider behind-the-meter and private-wire PPA mechanisms as well as a virtual (sleeved) agreement.

United Learning reserve the right to vary, cancel or abandon this procurement exercise, and will not be liable for any costs or expenses borne by any Potential Providers, sub-contractors, or advisers in this process because of such action.

### *Specification*

This section of the Invitation to Tender sets out the minimum requirements relating to the provision of the Service.

#### **1. Procurement and Contracts Management**

- 1.1. The Utilities Partner will be responsible for the Tendering and appointment of suppliers for each of the utilities to a framework or dynamic purchasing system.
- 1.2. The deliverables of this procurement activity are to include but not be limited to.
  - a) drafting of Tender Documentation including the Terms of Agreement to appoint suppliers.
  - b) managing clarifications.
  - c) completing the evaluation and issue of tender analysis to United Learning for approval.
  - d) issuing the Intent to Award and Contract Award letters.
  - e) managing negotiation and completion of supplier agreements.
  - f) preparing records and Notices in line with the regulatory requirements of the Public Contract Regulations.
  - g) providing feedback to unsuccessful suppliers.
- 1.3. All procurement activity at the Framework or DPS establishment stage is to be conducted collegiately with UL and completed in good time to enable the start date for energy contracts of no later than 1<sup>st</sup> October 2024.
- 1.4. Management of the resultant framework(s) or DPS on behalf of United Learning, to include but not be limited to:
  - a) Managing supplier performance against the requirements of the Framework or DPS Agreement
  - b) Completing all Tender Administration relating to Further Competitions under a Framework Agreement or Calls for Competition under a Dynamic Purchasing System

- c) Presentation of tender recommendation and evaluation of bids received for supply contracts. The evaluation must use a standardised methodology in line with the procurement regulations and recommendations must be presented in a way that enables a clear like-for-like comparison. The tender recommendation must include, but not be limited to consideration of:
    - Price
    - Terms and Conditions
    - Pros and Cons for each product offering by the supplier
    - All charges including VAT, CCL etc.
  - d) Managing the Call off Contracts, including supplier relationship management and support to the Contracting Authority on supplier switching, budget setting, agreement of rates, billing queries and portfolio management (site additions, removals or decommissioning)
  - e) Providing regular updates to United Learning on the contract spend values associated with Contracts placed under the Framework/DPS
  - f) Identification and action of continuous improvement opportunities
  - g) Guarantee of full transparency in supply contracts negotiated on UL's behalf
- 1.5. Provision of Corporate Power Purchase Agreements including tendering, negotiation and contract management of agreements and validation of export statements and revenue payments.
- 1.6. Provision of Tendering and management of other frameworks and dynamic purchasing systems as may become applicable during the period of the Contract including but not limited to procurement activity for energy efficiency solutions, building services, on-site generation, compliance services and other associated goods, products, services and works. Within these services United Learning will want to establish frameworks for the design, supply and installation of solar PV, LED Lighting etc.
- 1.7. All procurement activity must be conducted in a manner compliant with the requirements of the Public Contract Regulations 2015 or any subsequent future iterations of public procurement law.

## **2. Risk Management and Carbon Trading**

The Utilities Partner will be responsible for the following:

- 2.1. Identification and management of a risk and energy wholesale purchasing strategy for each of the fuels and commodities required by United Learning, namely mains gas, main electricity including half-hourly, non-half hourly and unmetered supplies, liquid fuels, biomass, and carbon.
- 2.2. Identification and management of a risk and energy wholesale purchasing strategy for each of the fuels and commodities required by Other Contracting Authorities under the Framework or DPS.
- 2.3. Conducting trades for the energy and fuel requirements on behalf of all Contracting Authorities accessing the Framework in accordance with the relevant agreed Procurement Strategy.
- 2.4. The Utilities Partner must have access to all six main price brokerages for electricity and mains gas (GFI, Prebon, Tradition, ICAP, ICE & Spectron) as well as the ability to offer sleeving and trading through the spark (Elec).
- 2.5. The Utilities Partner must be able to demonstrate experience in sleeving renewable electricity from third-party sources including corporate power purchase agreements into the energy supply agreements alongside the tradable volumes
- 2.6. Provision of sourcing and procurement services for green gas certificates and renewable energy guarantees of origin, including updates on prevailing prices, market dynamics and the availability of certificates on the market

- 2.7. Provision of consultancy support and trading services for carbon and carbon allowances including but not limited to UK Allowances
- 2.8. Provision of carbon offsetting services including auditable tracing of allocated offsets to a recognised standard for example the Gold Standard Verified Emissions Reduction Scheme, Woodland Carbon Unit or Pending Issuance Unit.

### **3. Energy Invoice validation and data management**

Provision of energy bureau services to United Learning and Other Contracting Authorities, including but not limited to:

- 3.1. Upload of energy, water and fuel invoices into a central energy data solution and maintenance of that database according to the estate requirements of the Contracting Authority.
- 3.2. Validation of invoices including:
  - a) checks on unit rates and charges as per the agreed contract with suppliers including network costs, environmental levies, correction factors, calorific values and other pass-through charges.
  - b) validation of credit notes and reconciliations.
  - c) checks that the billing dates are accurate and follow on from the previous invoice.
  - d) flagging and identifying any invoicing omissions
  - e) if Half Hourly data is available, then validate that supplies are being billed to the correct data.
  - f) if supplies have AMR, validate that they are being billed to actual reads.
  - g) validating the application of de minimis rules and supplies that are eligible for a reduced VAT and no CCL.
  - h) consumption tolerance checks including that consumption falls in line with expectations for any particular billing period for each site.
- 3.3. Management and analysis of metered and unmetered energy, fuel and water consumption data
- 3.4. Management and analysis of metered and unmetered electricity export data
- 3.5. Production of forecasted budgets for each utility and tracking of performance against each budget, as required by each Contracting Authority
- 3.6. Management of supplier invoicing and portfolio queries
- 3.7. Budget Monitoring and Accruals including the ability to produce cost forecasts and budget reports
- 3.8. Tracking of capacity and maximum demand
- 3.9. The Utilities Partner will enable the provision of access to the database to each customer via a secure online portal. This portal will enable as a minimum:
  - a) A centralised database of sites and metered supply points for portfolio management
  - b) Access to metered consumption data,
  - c) The facility to collate Customer Meter Reads via automated read reminder and input service
  - d) The ability to produce on-demand consumption and carbon emissions reports by month, year, or year on year
- 3.10. Support with Change of Tenancy activities, disconnections and new supply installations as required
- 3.11. Provision of historic invoice analysis and revenue recovery services

#### **4. Asset Management**

- 4.1. Identification of a procurement strategy for metering and site connections including meter operator agreements (MOPs), Data Collector and Data Aggregator services
- 4.2. Support with arranging and managing contracts Meter Operator and Data Collector / Data Aggregator, automatic meter reading and data logging services including heat meters.
- 4.3. Support with arranging additional metering when required such as instigation through planned capital works, UL desire to sub-let premises
- 4.4. Provision of operations and maintenance services for on-site generation assets including as a minimum Combined Heat and Power plant and Solar Photovoltaic systems and all associated metering, wiring, inverters and mounting mechanisms
- 4.5. Management of electricity export contracts including negotiation, validation and support with collection of revenues due to United Learning or Other Contracting Authorities through the Feed-in Tariff, Renewables Obligation Scheme, Smart Export Guarantee or other schemes as may be applicable.

#### **5. Environmental Compliance and Decarbonisation**

- 5.1. Delivery of consultancy support and compliance for Streamlined Energy and Carbon Reporting (SECR) and any other mandatory emissions disclosure scheme which may apply to United Learning or other education providers over the duration of the contract
- 5.2. Delivery of consultancy support and compliance for the Energy Savings Opportunity Scheme and any other mandatory energy consumption and energy efficiency reporting requirements which may apply to United Learning or other education providers over the duration of the contract
- 5.3. Delivery of environmental management advisory support services including legal register preparation and environmental compliance, waste management consultancy and environmental and waste auditing services.
- 5.4. Provision of energy management and energy policy education and awareness raising amongst the Contracting Authorities who access the Framework and identification and action of improvement opportunities in sustainability and social value as appropriate to the services provided under each Call off Contract
- 5.5. To support and where applicable comply with UL's wider energy and carbon neutrality strategies and goals. This could include the appointment and management of energy suppliers who are also committed to these goals. Evidence of adherence to this commitment may be requested as part of UL's KPIs for Framework delivery.
- 5.6. To explore opportunities for raising energy consumption awareness locally across the school estate at the pupil level such as meter visibility strategically placed, liaising with Carbon Champions and assisting in measuring added value in carbon reduction at local level
- 5.7. To explore opportunities for Energy As A Service in relation to solar PV (and other technologies) and to advise on the potential costs and impact of such services.

#### **6. General Specification for Services and Costs**

The following clauses apply.

- 6.1. The delivery of all services is subject to individual Contracting Authorities authorising access to the necessary data

- 6.2. The Utilities Partner will proactively manage the relationship with United Learning and Other Contracting Authorities who utilise the framework(s) or DPS(s) over the lifetime of the Contract, providing a flexible and professional service which provides:
- A full account management service, dealing effectively with all queries or concerns
  - Transparency on pricing arrangements
  - Regular guidance and reporting on the market and advice on when to make energy purchases
  - Regular guidance and reporting on other factors influencing energy purchasing and professional energy management, for example, policy and regulatory changes
  - Establishment of Service Level Agreements (SLAs) in the delivery of its services
- 6.3. The Utilities Partner will be required to support UL's sustainability objectives. Environmental, social, and economic issues are to be considered when tendering contracts.
- 6.4. The Utilities Partner must proactively promote sustainable options through energy procurement and wider energy and carbon management activities.
- 6.5. The Utilities Partner must comply with all other requirements as stipulated in the Business Suitability Selection Questionnaire and Invitation To Tender documents.
- 6.6. The contract will be managed and monitored by United Learning to ensure the quality of the service and compliance against KPIs.

#### *Consultant Team*

All tenderers must confirm that all services being offered are provided by in-house staff and are not contracted out to third parties. Due to the delivery objectives of this contract, UL consider that communication & relationships are key to the success of the agreement.

### **SECTION 3: SELECTION PROCESS**

Under Regulation 30 of the Concession Contracts Regulations 2016, contracting authorities have the freedom to organise the procedure leading to the appointment of a concession contract, although there are several principles that must be followed, including measures to combat fraud and to prevent or remedy any conflict of interest.

This tender will be judged on service provision and relevant experience as well as price. United Learning also requires Tenderers to provide information on any sub-contractors that may work on the Contract.

#### *Business Suitability Selection Criteria*

Under public procurement rules, tenderers may be required to satisfy minimum levels of financial standing and/or professional ability in order to be taken forward. Our Business Suitability Selection Questionnaire is provided in Appendix B. This assesses whether Tenderers can meet the minimum economic, technical, and professional standards required to work with United Learning. It considers:

- (a) Suitability – the Tenderer must meet minimum requirements in relation to suitability, capability and legal status.
- (b) Economic and financial standing – the Tenderer must be in a sound financial position to participate in a procurement of this size.
- (c) Technical and Professional ability – the Tenderer must be able to demonstrate a successful track record of delivery of work like the tender being bid for.

These criteria are scored as Pass/Fail with all successful tenderers proceeding through to the next stage of the evaluation process. Any tenderers that fail this section will be disqualified and their tender will not be evaluated further.



### Award Criteria

The Award Criteria sets out technical and commercial criteria against which tenderers' responses are assessed for a scored evaluation. United Learning will award the Agreement based on the most economically advantageous offer, where the tender will be weighted 80% on service provision and relevant experience and 20% on price.

The scoring and weighting process to be used during the evaluation of this Tender is set out in the table below.

Award Criteria	Score Available	Section Weighting
<b>Commercial Offer</b>	<b>10</b>	<b>20%</b>
<b>Total Available in Section</b>	<b>10</b>	<b>20%</b>
<b>Service</b>		
Customer Service	<b>10</b>	<b>20%</b>
Experience and Capabilities	<b>10</b>	<b>20%</b>
Contract Management	<b>10</b>	<b>20%</b>
Social Value and Decarbonisation	<b>10</b>	<b>20%</b>
<b>Total Available in Section</b>	<b>40</b>	<b>80%</b>

Scoring will be awarded according to information taken from Tenderers' written statements and will be based on the following:

- Understanding and responding to all requirements
- The structure and order of your bid should be logical, coherent and should demonstrate an understanding of utilities and estates management in the education sector
- Ability to demonstrate innovation and agility to grow with United Learning

### Subcontracting

Under Regulation 42 of the Concession Contracts Regulations 2016, Tenderers are asked to indicate any and all elements of the concession contract that may be subcontracted in order to meet the requirements of this Contract.

Where a Tenderer will rely on sub-contractors, further information may be requested, in respect of the financial and professional standing of such entities. United Learning shall be responsible for establishing the claims made. Therefore, supporting documents must be made available upon request and without delay.

## SECTION 4: RESPONSE REQUIREMENTS

Your tender should comprise the following: -

- A completed response to the Business Suitability Selection Questionnaire provided as Appendix B
- A statement, on no more than six sides of A4 defining the quality of service you will provide against the tendered fee. This may include comments on your team's philosophy regarding the management of the tasks and processes involved. You can present anything distinctive about your team's proposed service that you feel is important and will differentiate your service from that provided by others.
- Summary CVs with details and experience of the proposed personnel. Amongst these CVs must be the proposed Director/Partner in charge, the Account Manager (assumed to be day-to-day contact) and any specialists you wish to propose.
- An indicative method statement for your approach to managing this commission, highlighting how you expect to interact with UL staff (no more than two sides of A4).
- A short statement on how you will "Put United Learning first" and assist us in delivering our goal of net zero by 2030.

- Confirmation that none of the core services will be subcontracted.
- A detailed proposal around costs to deliver the core services and indicative fees for additional service requirements, together with any proposals to support the charitable aims of United Learning. The proposal should be broken down into the headings in 1-6 above (e.g., 1. Procurement and Contract Management). Where possible please respond against sub-headings too (e.g., 1.1 Tendering and Appointment of Suppliers). Additional Services are those that cannot be assessed/priced at this stage, or any that you may wish to offer over and above the core list set out above.
- Evidence of your Professional Indemnity Insurance.
- Names and addresses of three references for similar commissions.

## APPENDIX A: United Learning – List of Schools

Academies (growth of 7-10 schools per year can be expected)

School	URN	Type	Where	PAN	GIA (m2)
Abbey Hey Primary Academy	139404	Primary Academy	Manchester	630	3,021
Accrington Academy	135649	Secondary Academy	Manchester	1000	15,889
Avonbourne Boys	147467	Secondary Academy	Bournemouth	1050	25,587
Avonbourne Girls	138193	All-Through Academy	Bournemouth	1538	incl
Avonwood Primary		Primary Academy	Bournemouth		
Bacon's College	145313	Secondary Academy	London	900	11,547
Barnsley Academy	131749	Secondary Academy	Barnsley	900	12,176
Beacon View Primary Academy	139065	Primary Academy	Portsmouth	420	2,466
Cambridge Academy for Science & Tech	140265	Secondary Academy	Cambridge	670	5,841
The Cornerstone (Carter)	139258	Secondary Academy	Poole	600	7,197
Castle View Academy	145372	Secondary Academy	Portsmouth	1080	8,802
Chilmington Green		Secondary Academy	Kent	not yet built	
Coleridge Community College	136650	Secondary Academy	Cambridge	600	10,383
Corngreaves Academy	139742	Primary Academy	Cradley Heath	210	1,462
Cravenwood Primary Academy	140661	Primary Academy	Manchester	420	3,154
Dukesgate Academy	138416	Primary Academy	Salford		1,954
Ernest Bevin		Secondary Academy	London	Joined 1/3/23	
Fulham Primary		Primary Academy	London	Joined 1/11/22	
Galfrid Primary	146515	Primary Academy	Cambridge	462	5,673
Glebe Primary		Primary Academy	Shoreham	550	
	140008				
Glenmoor & Winton	140007	Secondary Academy	Bournemouth	1800	14,515
Goresbrook School	140962	All-Through Academy	London	1230	5,680
Grange Primary Academy	139585	Primary Academy	Kettering	210	2,246
Ham Dingle	103808	Primary Academy	Dudley	420	1,953
Hanwell Fields Community School	137910	Primary Academy	Banbury	420	2,605
	141403 &				
High Hazels	141404	Primary Academy	Sheffield	630	4,515
Hill View Primary School	145094	Primary Academy	Banbury	630	3,453
Holland Park		Secondary Academy	London	Joined 1/1/23	
Hunningley Primary School	144037	Primary Academy	Barnsley	420	2,897
Irlam & Cadishead College	142073	Secondary Academy	Salford	1050	15,209
Kettering Buccleuch Academy	135966	All-Through Academy	Kettering	1620	17,875
Langford Primary School	141685	Primary Academy	London	420	4,324
Longshaw Primary Academy	147179	Primary Academy	London	459	3,750
Manchester Academy	134224	Secondary Academy	Manchester	1200	12,710
Marlborough Road Academy	146792	Primary Academy	Salford	480	4,192
Marsden Heights Community College	134990	Secondary Academy	Lancashire	1050	9,969
Midhurst Rother College	135760	Secondary Academy	West Sussex	1200	13,342

Newstead Wood School	136551	Secondary Academy	Orpington	800	16,216
North Oxfordshire Academy	135365	Secondary Academy	Banbury	900	11,869
Northampton Academy	134814	Secondary Academy	Northampton	1200	14,191
Nova Hreod Academy	140515	Secondary Academy	Swindon	900	18,338
Orchard Meadow Primary School	146380	Primary Academy	Oxfordshire	472	3,116
Paddington Academy	130912	Secondary Academy	London	1200	14,175
Parkside Community College	136636	Secondary Academy	Cambridge	600	7,904
Pegasus Primary School	139985	Primary Academy	Oxfordshire	459	3,062
Queens Manor Primary		Primary Academy	London	Joined 1/11/22	
Richard Rose Central	135621	Secondary Academy	Carlisle	1200	12,519
Richard Rose Morton	135620	Secondary Academy	Carlisle	900	12,063
Salford City Academy	135071	Secondary Academy	Manchester	750	10,119
Salisbury Manor (Chingford)	147180	Primary Academy	London	443	
Seahaven Academy	140679	Secondary Academy	Eastbourne	750	9,609
Sedgehill School	100743	Secondary Academy	West London	1711	17,723
Sheffield Park Academy	131895	Secondary Academy	Sheffield	1050	13,146
Sheffield Springs Academy	131896	Secondary Academy	Sheffield	1050	18,020
Shoreham Academy	135962	Secondary Academy	Brighton	1500	18,546
Silverdale Primary Academy	140400	Primary Academy	Stoke	210	1,586
Southway Primary School	138413	Primary Academy	Bognor	630	4,173
Stockport Academy	135262	Secondary Academy	Manchester	900	15,134
Sullivan Primary		Primary Academy	London	Joined 1/11/22	
Swindon Academy	135364	All-Through Academy	Swindon	1840	2,971
The Albion Academy	146793	Secondary Academy	Salford	875	11,170
The Elms Academy (was Lambeth Academy)	134815	Secondary Academy	London	900	18,684
The Hurlingham	141617	Secondary Academy	London	750	10,779
The Hyndburn Academy	144356	Secondary Academy	Manchester	675	8,020
The John Roan	100192	Secondary Academy	London	1400	15,732
The Lowry Academy		Secondary Academy	Manchester		
The Regis School	137782	Secondary Academy	Bognor	1500	18,915
The Totteridge Academy	144502	Secondary Academy	London	900	19,986
The Victory Primary School	139712	Primary Academy	Portsmouth	420	2,977
Timbertree Academy	139768	Primary Academy	Cradley Heath	210	1,004
Trumpington Community College	145034	Secondary Academy	Cambridge		10,328
Walthamstow Academy	132727	Secondary Academy	London	900	13,821
Walthamstow Primary Academy	141748	Primary Academy	London	420	1,991
Whittingham Primary Academy	139317	Primary Academy	London	450	2,743
Wilberforce Primary	139824	Primary Academy	London	210	1,601
William Hulme's Grammar School	135296	All-Through Academy	Manchester	1320	17,090
Windale Primary School	146381	Primary Academy	Oxfordshire	598	2,749
Winston Way Academy	143617	Primary Academy	London	682	1,986
Worsborough Bank End Primary School	144036	Primary Academy	Barnsley	210	1,347
Wye School	139664	Secondary Academy	Ashford	450	3,971

## Independent Schools

School	URN	Type	Where	GIA (m2)
AKS	119836	Independent – All Through	Lytham	10,383
Ashford School	118937	Independent – All Through	Ashford	16,705
Banstead Preparatory School	125318	Independent – Prep	Epsom	6,023
Coworth-Flexlands School	125429	Independent – Prep	Sunningdale	2,145
Dunottar School	125356	Independent – Secondary	Redhill	5,890
Embley (Hampshire)	116515	Independent – All Through	Romsey	12,937
Guildford High School	125342	Independent – All Through	Guildford	17,295
Lincoln Minster School	120724	Independent – All Through	Lincoln	13,766
Princess Helena College	117614	Closed, site being disposed of	Hitchin	5,857
Rowan Preparatory School	125333	Independent – Prep	Claygate	
St Ives School	125382	Independent – Prep	Guildford	2,136
Surbiton High School	102611	Independent – All Through	Surbiton	11,489
The Royal School		Independent – All Through	Haslemere	7,552
Tranby (Hull)	118126	Independent – All Through	Hull	12,037

## APPENDIX B: Business Suitability Criteria for Concessions Contracts

Please note: Questions marked with “Information only” are not scored however, tenderers who fail to respond fully and accurately may be deemed non-compliant and rejected on these grounds.

Questions marked with “P/F” will be scored as Pass or Fail. If a tenderer receives a Fail on any question within this section, they will be disqualified from the process. United Learning will not complete any further evaluation of the tender.

1. COMPANY INFORMATION (Information only)	
1.1 Trading Name of the Company:	
1.2 Registered Organisational Address:	
1.3 Registered Company Number:	
1.4 Registered Charity Number:	
1.5 Telephone Number:	
1.6 E-mail Address:	
1.7 Registered VAT Number	
1.8 Name of Immediate Parent Company	
1.9 Name of Ultimate Parent Company	

2. CONTACT DETAILS (Information only)	
Who should United Learning use as the main point of contact for enquires about this tender?	
2.1 Name:	
2.2 Phone Number:	
2.3 Email Address:	

### 3. GROUNDS FOR MANDATORY EXCLUSION (PASS/FAIL)

#### Q3 Response Guidance:

Please select either **YES** or **NO** for each statement listed above. Tenderers will be excluded from participating further in this procurement if you cannot answer **NO** to every question in this section.

**Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partners or any other person who has powers of representation, decision or control been convicted of any of the following offences:**

Criteria	YES	NO
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) bribery within the meaning of sections 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(d) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(e) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(f) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(g) an offence in connection with taxation in the United Kingdom within the meaning of section 71 of the Criminal Justice Act 1993;		
(h) destroying, defacing, or concealing of documents or procuring the execution of a valuable security within the meaning of Section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(i) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or ) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supply or offering to supply articles for use in frauds within the meaning of section 7 of the Act		
(i) any offence listed in section 41 of the Counter Terrorism Act 2007; or in Schedule 2 to that Act where the court has determined that there is a terrorist connection		
(k) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		

(l) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(m) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(n) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(o) an offence under section 59A of the Sexual Offences Act 2003;		
(p) an offence under section 71 of the Coroners and Justices Act 2009		
(q) an offence under section 2 or 4 of the Modern Slavery Act 2015		
(r) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;		
<b>Non-Payment of Taxes (PASS/FAIL)</b>		
Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside of the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?		
<p>If yes, please use a separate Appendix to provide further details in which you should confirm whether you have paid or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines. The information provided will be taken into account when considering whether or not you will be able to proceed any further in respect of this Procurement.</p>		



#### 4. GROUNDS FOR DISCRETIONARY EXCLUSION (PASS/FAIL)

##### Q4 Response Guidance

Please select either YES or NO for each statement listed in this Question. If you answer YES to any of the above questions, it is possible that your Tender might not be accepted.

If the answer to any of the below is YES, please set out in a separate appendix, full details of the relevant incident and any remedial action taken subsequently. The information provided will be considered when assessing whether or not you will be able to proceed any further in respect of this Procurement.

**\*Conflicts of interest: United Learning may exclude a Tenderer if there is a conflict of interest which cannot be effectively remedied.** A conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of these procurement proceedings.

4.1 Please indicate if you have, or may have, a conflict of interest.

YES

NO

**If yes, please provide details of any conflicts of interest/information in an Appendix to your submission. The information provided will be considered when assessing whether to proceed with the Tenderer any further in respect of this procurement.**

*A conflict of interest does not necessarily prevent a Tenderer from progressing further. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform United Learning who will consider the mitigation processes in place and weigh up any resultant risk. Routine pre-market engagement and existing working relationships with team members at United Learning does not represent a conflict of interest for the Tenderer, provided all parties act in a transparent and open manner.*

##### Taking Account of a Tenderer's Past Performance and ability to self-clean: (PASS/FAIL)

**United Learning may consider the past performance of any Tenderer submitting a response for this Procurement. In doing so, United Learning will assess whether minimum acceptable standards of delivery have been met and, where the Tenderer has failed to meet these standards, whether suitable processes have been implemented to prevent such failure from happening again.**

Proven failure to discharge obligations under previous relevant Contracts could impact the ability of United Learning to continue this evaluation and take the Tenderers forward to the next stage of assessment. Tenderers may be asked to provide evidence that reflects recent performance on new or existing contracts (or to confirm that nothing has changed). This could be evaluated through a Certificate of Performance provided by a Customer or other means of evidence.

4.2. Please confirm your acceptance to the above

YES

NO

**Self-Cleaning: If a Tenderer has failed to meet any of the criteria listed under Mandatory Exclusion, Non-Payment of taxes, or Discretionary Exclusion, you have the opportunity to declare that remedial action has been taken and the issue is therefore resolved.**

**This is known as ‘self-cleaning’**

4.3 Please state whether self-cleaning applies to your organisation

**YES**

**NO**

If yes, please provide evidence in a separate appendix explaining a summary of the circumstances and any remedial action taken. As a minimum, you should prove:

- compensation has been paid or undertaken in respect of any damage caused by the criminal offence or misconduct;
- the facts and circumstances were established in a comprehensive manner by actively collaborating with the investigating authorities; and
- concrete technical, organisational and personnel measures have been put in place to prevent further criminal offences or misconduct.

**The evidence provided will be considered and used to assess whether or not you will be able to proceed any further in respect of this Procurement.**

## 5. ECONOMIC AND FINANCIAL STANDING

### Financial Standing

5.1. Tenderers must be in a sound financial position to participate in a procurement exercise of this size. Please confirm your organisation has the financial capabilities to serve this tender. United Learning reserve the right to conduct external credit reference checks.

**YES**

**NO**

### Financial Information

5.2. Please provide **one** of the following to demonstrate your economic/financial standing; Please indicate your answer by marking the relevant box

**Provided**

(a) a copy of the audited accounts for the most recent two years

(b) a statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for your organisation

(c) a statement of cash flow forecast for the current year and a bank letter outlining the current cash and credit position

(d) alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the bank, charity accruals accounts or an alternative means of demonstrating financial status.

5.3 Are you part of a wider group (e.g. a subsidiary of a holding/parent company)?	<b>YES</b>	<b>NO</b>
<p>If yes, please provide the following:</p> <ul style="list-style-type: none"> <li>- Name of the parent or holding company or wider group</li> <li>- Relationship to the Tenderer completing the ITT</li> <li>- Name and address of the holding or parent company and its registration number if applicable</li> <li>- Please provide the name and address of the ultimate holding company and its registration number if applicable</li> </ul>		
If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)	<b>YES</b>	<b>NO</b>

6. INSURANCE		
<p>Tenderers must have an appropriate level of insurance cover. For this Tender, the following levels must be met:</p> <ul style="list-style-type: none"> <li>• Public Liability - £5m</li> <li>• Employers Liability - £5m</li> <li>• Professional Indemnity - £1m</li> </ul>	<b>YES (PASS)</b>	<b>NO (FAIL)</b>
Please self-certify whether you already have, or can commit to obtain, prior to commencement of the contract, the minimum levels of insurance.		

7. COMPLIANCE WITH LEGISLATION ON EQUALITY AND THE ENVIRONMENT		
<p>Tenderers are required to demonstrate that they operate in a lawful manner and will not bring United Learning into disrepute through association with a company that discriminates unlawfully or causes unlawful damage to the environment.</p> <p>Please note, tenderers may be disqualified if they are found to be unable to demonstrate that appropriate remedial action has been taken to prevent similar unlawful pollution or discrimination reoccurring.</p>	<b>YES (FAIL)</b>	<b>NO (PASS)</b>
In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court in the UK, or in comparable proceedings in any jurisdiction other than the UK?		
In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors in the UK (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?		

<p>Tenderers who have answered yes to the above questions must provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the complaint was upheld against your organisation, please explain what actions (if any) have been taken to prevent unlawful discrimination reoccurring.</p>			
<b>Environmental Compliance</b>			
<p>United Learning will not select tenderers that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the evaluation panel is satisfied that appropriate remedial action has been taken to prevent further occurrences/breaches.</p>			
<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p>		<b>YES</b> <b>(FAIL)</b>	<b>NO</b> <b>(PASS)</b>
<p>If your organisation uses sub-contractors, do you have processes in place to check whether any of the organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<b>N/A</b>	<b>YES</b> <b>(PASS)</b>	<b>NO</b> <b>(FAIL)</b>

8. COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION		
<p>Tenderers are required to demonstrate that they operate in a lawful manner and will not bring United Learning into disrepute through association with a company that has poor health and safety operating procedures.</p> <p>Tenderers who self-certify that they meet these requirements will be required to provide evidence to support this before being appointed as the preferred tenderer.</p>		
<p>Please self-certify that your organisation has an up-to-date Health and Safety Policy that complies with current legislative requirements.</p>	<b>YES</b> <b>(PASS)</b>	<b>NO</b> <b>(FAIL)</b>
<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p>	<b>YES</b> <b>(FAIL)</b>	<b>NO</b> <b>(PASS)</b>
<p>Tenderers who answered “yes” to the above question must provide details of any enforcement/remedial orders served and any remedial action or changes to procedures made as a result.</p> <p>Tenderers that have been in receipt of enforcement remedial action orders will be exclude unless the evaluation panel is satisfied that remedial action has been taken to prevent future occurrences or breaches</p>		