

TENDER PACK

Accountants and Auditors

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<https://in-tendhost.co.uk/fe>

01536 397000

Reference: 0067

Submission Deadline: Thursday, 7th September 2017 3pm



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INTRODUCTION AND EXECUTIVE SUMMARY

Brooke Weston Trust has a requirement to recruit an independent accountant and auditor to ensure the Trust and schools within its remit, have the necessary financial processes and checks in place to meet the requirements laid out in the Academies Financial Handbook and Academies Account Directive.

It is important that the selected organisation has experience of working with Multi Academy Trusts, and would be able to provide comprehensive audit and accountancy support, for preparation of accounts, pensions, VAT and Tax.

DETAILED SPECIFICATION

SCOPE OF REQUIREMENTS

Brooke Weston Trust is a Multi-Academy Trust of 10 schools; see section Business Overview & Background. The schools are located in the Corby, Kettering and Wisbech areas. Should other Academies be added to Brooke Weston Trust, these would also be included in the scope of work. It is planned that the Auditors will be appointed to commence work during quarter one of 2017/18. As an academy trust our financial year commences in September in line with the academic year.

Bidders should be able to demonstrate they hold the relevant recognised UK Chartered Accountant qualifications pertinent to this project.

Requirements

| # | Service | Frequency |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1 | Carry out internal audits at all schools and Trust central office to ensure internal processes are being followed. (Completed by different person to 2 & 3) | Quarterly |
| 2 | Prepare Trust Annual Accounts (Completed by different person to 1) | Annually |
| 3 | Carry out the external audit of The Brooke Weston Trust. (Completed by different person to 1) | Annually |
| 4 | <u>Extra Services</u> | |
| | Audit Teachers' Pension Return | Annually |
| | Audit Teaching School Return | Annually |
| | Advice on VAT & Tax | Adhoc |
| | Accountancy Advice | Adhoc |

CONTRACT PERIOD

The contract is for 3 +2 years.

Initial 3 years, plus option to extend for a further 2 years.

WARRANTY

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

OUTPUT REQUIREMENTS

1. Carry out internal audits at all schools and Trust central office to ensure internal processes are being followed. This will involve:
 - Quarterly visits to all Trust schools and the Trust central office to undertake the internal audit checks as per **schedule 1**. These visits will be coordinated at a time to suit each school and in line with the audit cycle
 - Produce a letter following each visit addressed to the principal of each site forwarded to BWT Trust Finance Director detailing any control weaknesses identified and recommendations for improvements. This letter should be in the style of an 'annual management letter'.
2. Prepare Trust Financial Statements, Annual Accounts and the Academies Accounts Return
 - All statutory statements and accounts to be produced in line with:
 - i. Education Funding Agency's Academies Financial Handbook and its Academies Accounts Directive
 - ii. United Kingdom Generally Accepted Accounting Practice
 - iii. Companies Act 2006
 - Ensure that the information given in the directors' report is consistent with the financial statements
 - Submit all relevant documents to Companies House as required by the above legislation and guidance
3. Carry out the external audit of The Brooke Weston Trust

- Annually carry out sufficient appropriate testing as part of the audit engagement to ensure that the financial statements and annual accounts provide a true and fair view of the financial position of the Trust and to express an opinion in line with:
 - i. Education Funding Agency's Academies Financial Handbook and its Academies Accounts Directive
 - ii. United Kingdom Generally Accepted Accounting Practice
 - iii. Companies Act 2006
 - Produce the 'annual management letter' for both the Board of Directors and the EfA
4. Extra Services
- Audit Teachers Pensions Return in line with the Teachers Pensions regulations
 - Audit Teaching School Return in line with NCTL requirements
 - Provide advice on VAT and tax. Depending on the complexity of the issue this may be through on site visits or telephone or email support
 - Provide accountancy advice. Depending on the complexity of the issue this may be through on site visits or telephone or email support

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 Advertise ITT & OJEU Notice | 13/07/2017 | 13/07/2017 |
| Bidder Clarification Period | 14/07/2017 | 23/08/2017 |
| Brooke Weston Trust Clarification Response 1 | 26/07/2017 | 26/07/2017 |
| Brooke Weston Trust Clarification Response 2 | 04/08/2017 | 04/08/2017 |
| Brooke Weston Trust Clarification Response 3 | 23/08/2017 | 23/08/2017 |
| Bidder Submission of Proposal Deadline | 07/09/2017 | 07/09/2017 3pm |
| Tenders Opened | 08/09/2017 | 08/09/2017 |
| Brooke Weston Trust Evaluation | 09/09/2017 | 21/09/2017 |
| Bidders Introduction Day 1 | 04/09/2017 | 04/09/2017 |
| Bidders Introduction Day 2 | 05/09/2017 | 05/09/2017 |
| Board Papers for Approval | 22/09/2017 | 27/10/2017 |
| Board Approval | 30/10/2017 | 30/10/2017 |
| Brooke Weston Trust Communicate Outcome to Bidders | 31/10/2017 | 31/10/2017 |
| Contract Award Notice | 31/10/2017 | 31/10/2017 |
| Brooke Weston Trust Final Contract Approval | 15/11/2017 | 15/11/2017 |
| Service Supplies Commence | 15/11/2017 | 15/11/2017 |

OUT OF SCOPE

The following services are outside of scope for this service:

- PAYE, including year-end returns and matters relating to your employees
- Forms P11D
- Obligations under IR35
- Returns for sub-contractors
- VAT Returns

ASSUMPTIONS & CONSTRAINTS

ASSUMPTIONS

All travel, subsistence administrative and incidental expenses are included within the fee structure

CONSTRAINTS

- School based staff will only be available for the purposes of audit visits during each school's published term times
- Production and submission of statements and accounts must take account of The Brooke Weston Trust's governance structure and meeting dates
- All reporting must be in line with dates published by the Education Funding Agency

SUBMISSION DETAILS

SUBMISSION DELIVERY

Submissions should be delivered via the procurement portal below, before the submission deadline.

<https://in-tendhost.co.uk/fe>

Submission Deadline: Thursday, 7th September 2017 3pm

Contact: Joanna Bailey
Tel: 01536 397000
Project Reference: 0067

SUBMISSION REQUIREMENTS

- Provide on no more than 10 sides of A4 (Calibri 11 point font) details of how you will deliver the requirements as outlined, ensuring that you include all of the information as detailed in the non-price evaluation section. All elements of scope of requirements must be addressed in response.
- Please provide pricing in a separate document to the non-price part of your proposal. This is required to assist evaluation.
- Please encrypt to protect confidential information.
- Submissions are required on or before submission deadline.
- Please telephone to confirm your email has been received before the deadline.

SUBMISSION QUESTIONS AND CLARIFICATIONS

Bidders requiring further clarification or interpretation of the RFQ must submit their questions via the procurement portal below. User guidance can be found under the Guidance for Suppliers section.

<https://in-tendhost.co.uk/fe>

SELECTION CRITERIA AND CONTRACT AWARD

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

| | |
|-----------|-----|
| Price | 20% |
| Non Price | 80% |

PRICE EVALUATION

Please provide a breakdown of fees in the following format. Please clearly explain what services are included and excluded, and what circumstances additional fees would be charged.

| # | Service | Frequency | Annual Fee | Contract Cost |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|---------------|
| 1 | Carry out internal audits at all schools and Trust central office to ensure schools are following internal processes. | Quarterly | £ | £ |
| 2 | Prepare Trust Annual Accounts | Annually | £ | £ |
| 3 | Carry out external audits at all schools and Trust central office, in accordance with Academies Financial Handbook and Academies Accounts Directive | Annually | £ | £ |
| 4 | <u>Extra Services</u> | | £ | £ |
| | Teachers' Pension Preparations | Annually | | |
| | Teaching School Return | Annually | | |
| | Advice on VAT & Tax | Adhoc | | |
| | Accountancy Advice | Adhoc | | |
| 5 | Provide details of any additional fees, including details of hourly rates | | £ | £ |
| | Total Cost | | £ | £ |

NON PRICE EVALUATION

| Points for Measurement | Element | Response | Weighting |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|-----------|
| 1 Provide logistical summary of how support will be delivered, and detail availability and flexibility that we can benefit from. | Understanding | | 5% |
| 2 Provide details of level of support available during the internal audits, external audits, preparation of accounts, and extra services laid out in the requirements. Responses should include timescales (days) expected to carry out each activity. | Understanding | | 10% |
| 3 Evidence of capacity to take on new clients | Understanding | | 5% |
| 4 Experience of recent experience working with a MAT, detail size, services and level of support provided. | Experience | | 5% |
| 5 Provide details of experience of working with PS Financials and any relevant information. | Experience | | 5% |
| 6 Provide references. Does the company have a good reputation within the Academy Sector, for reliability and knowledge? | Experience | | 10% |
| 7 Provide details of qualification levels of staff carrying out required activities, and size of the team within the firm | Personnel | | 10% |
| 8 Present company, staff and proposed solution to BWT Panel | Personnel | | 10% |
| 9 Provide a sample management letter | Method | | 5% |
| 10 Provide a sample audit plan | Method | | 10% |
| 11 Provide an annual schedule of delivery | Method | | 5% |

CONTRACT AWARD

- The contract shall be awarded to the highest scoring 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.
- An authorised agent of the bidder must sign quotations.
- 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 details of your top three customer accounts and additional details of any other key Trust or educational customers.
- Clearly indicate if any of the roles listed in this RFQ will be subcontracted to another supplier.
- Provide details of valid DBS clearance certificates (should be Enhanced DBS including Barred List checks) to be supplied by the bidder including those of any subcontractors. DBS certificates must be made available to BWT prior to any works carried out within the schools.
- 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: <http://www.brookewestontrust.org>

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

CONFIDENTIALITY STATEMENT

All bidders agree that any information about Brooke Weston Trust, 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 sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

12. Intellectual Property Rights

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

13. Termination

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

14. Break

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

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

15. Loss or Damage

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

16. Recovery of Sums from Contractor

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

17. Insurance

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

18. Notices

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

19. Law and Jurisdiction

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

20. Dispute Resolution

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

21. Variations to the Contract

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