**Invitation to Tender**

**Provisions of**

**MLT-007 Grounds Maintenance Services**

**TENDER CLOSING DATE: 20th February 2022**

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## About our trust

The Minerva Learning Trust was established in October 2014. Our vision is to provide outstanding education for pupils who are from a wide variety of backgrounds across the city of Sheffield. During 2017-18 the trust brought together four secondary schools to create a new partnership which will support the teaching and learning of around 5,000 pupils. We resolutely believe that we are stronger together and that each school within the MAT has individual strengths and we celebrate the diverse and unique qualities of each particular school. Our aim is for all schools within the Trust to become ‘Outstanding’.

The Trust ethos is one of collegiality which whole heartedly places pupils at the centre of the work we do. We are a recognised Academy Sponsor and consequently will engage with schools in difficulty giving the necessary level of support to bring about school improvement.

Our procurement strategy stipulates the following and suppliers will be expected in the tender documentation to evidence supporting these values:-

* *Ensure procurement supports the education and development of our pupils*
* *Achieve value for money*and economies of scale and terms that are favourable but maintain the quality standards
* *Source locally*where feasible andwithin the requirements
* *Procure in a sustainable way* given due consideration to the environment, social and economic factors
* *Equality and transparency*ofprocurement procedures
* *Professional conduct*during procurement activities should reflect the Trust’s Code of conduct

**Please ensure that you sign the sections at the end of this document.**

* **Form of Tender**
* **Declaration of Bona-Fide Tender**

**Failure to sign these will result in the tender not been accepted.**

**You must complete the Statement of Assurances as appropriate at the end of this document.**

Please find enclosed in the Tender Documents the following additional information

* Specification
* Terms & Conditions

## About the tender process

The objective of this tender is to identify the most economically advantageous tender offer. The criteria by which this tender will be evaluated are detailed within this document.

This procurement is a restricted tender process with 2 stages as follows

All suppliers interested will need to attend each site as per the agreed timetable in this document, ½ hour slots will be available on these days if suppliers wish to attend on their own.

If a supplier then wishes to bid they will be required to complete the Supplier Evaluation Form and the Tender Bid. If a supplier does not complete the supplier evaluation or does not provide enough information, then their bid will not be considered.

### Supplier Evaluation

Bidders will be evaluated as follows

* Completion of the supplier evaluation form
* Company location (geographically to Sheffield)
* Professional Statuses / Members of Certified Bodies
* Small to Medium Enterprises
* Financial Status (Credit Checks)
* Capacity (Staff size, ability to carry out the contract)
* References \*3
  + Ranked and scored
    - Highest Score MAT or Academy
    - Next Other Education
    - Next Public Sector
    - Next Private
* Insurances (Scores based on Thresholds below)
  + Employers Liability =£5m
  + Public Liability = £3m
  + Professional Indemnity = £2m

The above will be evaluated.

### Tender Bid

#### Price / Quantitative

Please complete the pricing table in this bid document. An annual price per school is required and a rate per day for one person.

#### Value Added / Qualitative

There are also questions that will assess the value added that a supplier will bring to the contract

##### Service Quality

This will be based on written responses from the suppliers. The responses will be evaluated based upon the criteria set out in the tender and this area will look at the following

* Mobilisation.
* Quality assurance systems in place.
* Processes and procedures in place.
* Team structure and contract management.
* Dispute Resolution
* Response times / processes

##### Technical Ability (Qualitative) 20%

This will be based on written responses from the suppliers. The responses will be evaluated based upon the criteria set out in the tender and this area will look at the following

* Registrations / certifications to relevant professional or statutory bodies.
* Evidence of work on similar projects / contracts.
* Training and certification of staff.
* Capacity, size of team, ability to cover absences.

##### Sustainability & Ethics (Qualitative) (10%)

This will be based on written responses from the suppliers. The responses will be evaluated based upon the criteria set out in the tender and this area will look at the following

As part of the documentation required the policies for sustainability, environment and ethics will be requested to support the bids. These documents will also be used to evaluate this response.

The written response however should include the following

* How the supplier is implementing its sustainability policy.
* How will the supplier reduce environmental impact on this contract?
* What professional development and staff support packages does the supplier have in place?
* How does it ensure employee welfare

See Question Scoring section for evaluation scores mechanism

Please ensure that all questions are completed in full, and in the format requested, failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

### Submission

**All enquiries relating to this Tender must be forwarded in writing via email to procurement@minervalearningtrust.co.uk**

Telephone enquiries to 0114 2838438 or 07309676332

Please note that responses to any queries or clarification requests maybe circulated to all Tenderers.

Minerva Learning Trust reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT.

The trust reserves the right to cancel the tender process at any point. The trust is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

The contract with the successful tenderer is intended to commence on **1st April 2022** and will be awarded for an initial period of 12 Months to March 2023**.** Consideration will be given to extending a further 2 years subject to satisfactory performance and the agreement of both parties. Regular reviews of the agreement will take place.

**Tenders must be returned via email to procurement@minervalearningtrust.co.uk**

**Tenders must reach us by 20th February 2022 12pm. Late tender bids will not be considered. Failure to use the tender documents will invalidate the tender.** We reserve the right, both prior to and after the award of the tender, to inspect the validity of all information given, in order to substantiate the information detailed by a supplier.

Tenders will be assessed in strict accordance with the award criteria stated.

Tenders must be valid for acceptance for a minimum of 90 days from the tender closing date.

## Tender Timetable

|  |  |
| --- | --- |
| Invitation to tender | 17th January 2022 |
| Site Visits Handsworth | 7th February 12pm-4pm |
| Site Visit High Storrs | 8th February 12pm-4pm |
| Site Visit Stocksbridge | 9th February 12pm-4pm |
| Site Visit Chapeltown | 10th February 12pm–4pm |
| Site Visit Woodthorpe | 11th February 12pm-4pm |
| Last date for clarifications | 18th February 2022 |
| **Tender closing date 12 noon** | 20th February 2022 |
| Tender opening and assessment | W/C 21st February 2022 |
| Award contract | 25th February 2022 |
| Cooling off period | 28th – 11th March 2022 |
| Implementation meetings commence | W/C 21st March 2022 |
| Contract start date | 1st April 2022 |

**Dates may be subject to change.**

## About the Provision

Grounds Maintenance Services to schools within the Trust. Each school will have different needs and therefore the site visit are vital to discuss the needs of each site.

The Specification document gives more detail on the general expectations for each site, below is a summary of the scope of works.

|  |  |
| --- | --- |
| **1.0** | **Grass Cutting** |
| **2.0** | **Edging to Grass Areas** |
| **3.0** | **Hedge & Bush Maintenance** |
| **4.0** | **Hard Surfaces and Paths** |
| **5.0** | **Shrub Bed Maintenance** |
| **6.0** | **Line Marking** |

## Evaluation Criteria

Minerva Learning Trust intend to assess the eligible tender responses using the criteria below:

|  |  |  |
| --- | --- | --- |
| **Overall Award Criteria** | **Sub Criteria** | **Weighting** |
| **Pricing** | Fixed Annual Price | **40%** |
| Hourly Daily Rate for Ad-Hoc | **10%** |
| **Added Value** | Service Quality | 20% |
| Technical Ability | 20% |
| Sustainability | 10% |

## Pricing (Supplier to Complete)

Pricing will be assessed in the following way.

(Lowest Total Cost / Cost to be Scored) x % Weighting = Final Score

Please provide prices exclusive of VAT.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Work Required** | **2022** | **2023** | **2024** | **Total** |
| Annual Grounds Maintenance price as per specification |  |  |  |  |
| Handsworth Grange School | £ | £ | £ | £ |
| Stocksbridge High School | £ | £ | £ | £ |
| High Storrs School | £ | £ | £ | £ |
| Minerva House | £ | £ | £ | £ |
| Chapeltown Academy | £ | £ | £ | £ |
| Woodthorpe Community Primary | £ | £ | £ | £ |
| TOTAL CONTRACT PRICE | £ | £ | £ | £ |
| Fixed Day Rate (Per Person) (7 Hours) | £per day | £ per day | £per day |  |
| Percentage Inflation if applied | 0.00% |  |  |  |

## Question Scoring

Please complete the following questions. Scores will be allocated for each question as per the criteria below. Each question is weighted. Some questions will be Yes or No answers.

**Qualitative Response Scoring**

|  |  |
| --- | --- |
| **Score** | **Criteria for awarding score** |
| 0 | Major Concerns.  The tenderer has failed to address the questions submitted, a nil response or any element of the responses gives a cause for major concern that the requirements will not be met |
| 1 | Unsatisfactory.  The Tenderer has provided a minimal response addressing some of the requirement with very little detail. The response provided does not provide full confidence that the requirements can be met. |
| 2 | Acceptable.  The Tenderer has provided an acceptable response addressing some of the requirement with partial detail. There are a few concerns about whether or not the requirements can be met, which requires further clarification |
| 3 | Satisfactory.  The Tenderer has provided a satisfactory response addressing most of the requirements in sufficient detail, providing confidence that most requirements can be met |
| 4 | Good.  The Tenderer has provided a strong response addressing most of the requirements in detail, providing confidence that the requirements can be met in full. |
| 5 | Excellent.  The Tenderer has provided a thorough response, addressing ALL requirements in extensive detail, providing confidence that the requirements can be met in full, with added value solutions. |

Maximum word limit of 1000 per response

### Service Quality (Supplier to respond)

How will you approach the contract management?

(Mobilisation, Quality Assurance Systems, processes and procedures, team structure, dispute resolution, response times, other services available)

**RESPONSE**

### Technical Ability (Supplier to respond)

What technical ability do you offer that will fulfil this contract but also add value to the contract.

(Registration / certification to relevant professional or statutory bodies, Evidence of work on similar projects/contracts, training and certification of staff, capacity, size of team, ability to cover absences)

**RESPONSE**

### Sustainability & Ethics (Supplier to respond)

As well as the provision of your policies for sustainability, environment and ethics.

How will you ensure sustainability on this contract?

(Implement you sustainability policy, reduce environmental impacts, staff development and support packages, and employee welfare)

**RESPONSE**

## FORM OF TENDER (SIGN)

To: **Minerva Learning Trust**

Dear Sir / Madam

1. I/we have read the information provided in your Invitation to Tender and, subject to and upon the terms and conditions contained therein, I/we offer to supply the services described in the said tender documents in such manner as may be required.

2. Terms and Conditions: I/we agree that this tender and any contract which may result there from shall be based upon those included in the Invitation to Tender Pack.

3. The prices quoted in this Tender are valid for acceptance for 90 days from the final day for submission of Tenders and I/we confirm that the terms of the Tender will remain binding upon me/us and may be accepted by you at any time before that date.

4. Law: I/we agree that the construction, validity, performance and execution of any contract that may result from this Tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

5. I/we agree to bear all costs incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.

6. I/we agree that any other terms or conditions of the agreement or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender, shall not be applicable to this Tender or Contract.

Signature:

Print Full Name:

Date:

In the capacity of:

*(Please state official position, e.g. Director, Sales Manager, etc.)*

Being a person duly authorised to sign tenders on behalf of:

Company Name:

Address:

## DECLARATION OF BONA FIDE TENDER (SIGN)

1. We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

a) Communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.

b) Enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted.

c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to any other tender or proposed tender for the said work any act or thing of the sort described above.

2. We further certify that the principles described in paragraph 1 above have been, or will be, brought to the attention of all sub-contractors, suppliers and associate companies providing services or materials connected with the tender, and any contract entered into with the sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word “person” includes any persons and anybody or association, corporate or otherwise; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

4. I confirm that I accept any breach of the conditions of this Declaration of Bona Fide Tender will inevitably lead to the termination of the agreement by Minerva Learning Trust

Signature:

Print Full Name:

Date:

In the capacity of:

*(Please state official position, e.g. Director, Sales Manager, etc.)*

Being a person duly authorised to sign tenders on behalf of:

Company Name:

Address:

## Statement of Assurance (Supplier to Complete)

**Related Party Transaction**

**Trading with Related Parties**

**Section 1: Introduction**

Academy trusts must ensure when transacting the procurement of goods and services that appropriate checks and recording are undertaken in relation to related parties.  Such transactions must evidence that those goods/services are at cost.

Please answer the following questions:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Yes | No | N/A |
| 1. As a provider of goods/services do you have a direct business interest with the trust? (I.e. are you a member, trustee or local governor who provides goods/services to any school within the trust or, the central trust administration?) |  |  |  |
| 1. Have you declared your interest when completing the register of interest? |  |  |  |
| 1. To the best of your knowledge to you have any material interest between your business and the academy trust’s members, trustees or local governors? (see information below) |  |  |  |
| 1. If you have answered yes to questions 1 or 3, is the value of the proposed work in excess of £20,000?     Note: the £20,000 threshold applies to an individual or cumulative provision within the same financial. |  |  |  |

**If you have answered Yes to Q1 or Q3 please continue to section 2 and complete the document as required.**

Any proposal by a related party, for the supply of goods and services must be quoted ‘at cost’ to the trust.  Any such supplies **must not** be engaged until the trust has read and approved this document.

**Notes regarding Q3**

Please visit our trust website for information regarding the members and trustees.

<https://minervalearningtrust.co.uk/about-us/our-trust-team>

 To check school governor information please follow the link to Our Schools to be redirected.

**Section 2: Supplier details**

|  |  |
| --- | --- |
| Name and address of supplier: |  |
| Company number (if applicable): |  |
| Works start date: |  |
| Works end date: |  |
| Estimate of commercial price, including profit: | A reasonable and fair estimate |
| Do you have a connection with trust (e.g. trustee is also a director of the supplier of goods and services, family member of a trustee): | Explain the nature of the connection between the supplier and academy trust |
| Value of goods or services to trust: | £ At cost without profit |
| Does this value include direct costs and indirect costs only? | Yes / No |
| Nature of contract: | Such as building supplies or professional services |

**Section 3: Details of contract**

|  |
| --- |
| Explanation of how the supplier is charging the academy trust |
| This should include a sufficiently detailed explanation setting out that the supplier understands its direct and indirect costs in such a way to demonstrate to the academy trust that it is supplying goods and services at cost, without any element of profit. |

[Please extend the rows below if the contract is longer than three years]

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Direct costs** | **Indirect costs** | **Total** |
| Year 1 | £XX.XX | £XX.XX | £XX.XX |
| Year 2 | £XX.XX | £XX.XX | £XX.XX |
| Year 3 | £XX.XX | £XX.XX | £XX.XX |
| Total | £XX.XX | £XX.XX | £XX.XX |

**Section 4: Supplier certification**

|  |
| --- |
| **Certification of supplier** |
| I certify, on behalf of [*name of supplier*], that:   * The goods and services detailed in this form will be supplied to the academy trust on the basis of direct cost plus indirect costs, with no element of profit. * We are supplying the goods and services on an open book basis and we will provide more information on request. * We will make an adjustment in the following year if we identify a miscalculation on our direct or indirect costs, and supplied goods or services which included an element of profit. |

|  |  |
| --- | --- |
| Name and position: | Must be senior authoriser to sign this declaration |
| Date: |  |
| Signature: |  |

**Section 5: Academy signoff**

|  |
| --- |
| **Certification of academy trust** |
| In signing this document I am satisfied that:   * The goods and services being supplied comply with the requirements on trading with related/connected parties as set out in the Academies Financial Handbook, and represent value for money. * There is full compliance with the trust’s scheme of delegation. * Open and fair procurement and compliance with the trust’s procurement procedures have taken place. * Potential conflicts of interest within the academy trust have been robustly managed; * The trust’s register of interest captures relevant business and pecuniary interests as set out in the handbook, and will be updated to reflect this contract where that record has not been previously updated. * The supplier understands that open book arrangements are in place and they will provide more information on request, if needed; and * Both the trust’s accounting officer and chair of board of trustees have agreed to trade with this connected supplier, and that the measures and safeguards listed above are in place. |

|  |  |
| --- | --- |
| Name and position  (in academy trust): | Person signing must be sufficiently senior within the academy trust |
| Date: |  |
| Signature: |  |