



INVITATION TO TENDER (ITT)

for the provision of

Facilities Lettings Management for Accord Multi Academy Trust

Contract Reference: Facilities Lettings 2021

SECTION 1

INFORMATION FOR TENDER COMPLETION

1. General Information

Accord Multi Academy Trust wishes to appoint an experienced provider of an education site facilities lettings service, for the following academies:

- Ossett Academy, Storrs Hill Road, Ossett, WF5 0DG – site code OA
- Horbury Academy, Wakefield Road, Horbury, WF4 5HE – site code HA
- Horbury Primary Academy, Northfield Lane, Horbury, WF4 5DW – site code HPA
- Middlestown Primary Academy, cross Road, Middlestown, WF4 4QE – site code MPA.

2. Overview of Opportunity

Accord Multi Academy Trust is based in West Yorkshire providing education to children from nursery all the way up to Post 16. We pride ourselves on our central approach to procurement, obtaining best value for all our academies.

Ossett Academy is a large academy with over 1700 students. Horbury Academy is a smaller academy with over 1000 students. Horbury Primary is a large two form entry primary; and Middlestown Primary Academy is a smaller village school in the heart of the community.

Academy facilities represent a great community asset and as such should be a focal point of community life. The Trust has been unable to offer it's facilities out to the community since March 2020 due to the Coronavirus pandemic and is seeking to re-open their academies in this respect and promote the access to leisure facilities / activities for all.

We require a reliable, fully managed facilities letting service at both secondary academies. Lettings requirements and opportunities for lettings at our primary academies are of a much smaller scale but they are included in this tender process to ensure coverage is available should opportunities arise in the future.

Our desire is for a single provider to manage all aspects of the lettings service with the ability for designated Academy personnel to have an overview of lettings in real-time.

A robust financial management contract is essential covering all aspects such as booking, payments, refunds/amendments, invoicing and debt management.

The Trust welcomes regular communication in the form of a monthly meeting to discuss any concerns or issues from either party.

3. Facilities Overview

An overview of the Trust's available site buildings, grounds and facilities for potential lettings is shown below:

Ossett Academy & Accord Sixth Form WF5 0DG	Horbury Academy WF4 5HE	Horbury Primary Academy WF4 5DW	Middlestown Primary Academy WF4 4QE
Available Lettings hours: 17:00 – 22:00 Monday to Friday 09:00 – 16:00 Saturday & Sunday	Available Lettings hours: 17:00 – 22:00 Monday to Friday 09:00 – 16:00 Saturday & Sunday	Available Lettings hours: 19:00 – 22:00 Monday to Friday 09:00 – 16:00 Saturday & Sunday	Available Lettings hours: 19:00 – 22:00 Monday to Friday 09:00 – 16:00 Saturday & Sunday
<ul style="list-style-type: none">• Sports Hall	<ul style="list-style-type: none">• Sports Hall	<ul style="list-style-type: none">• Main Hall	<ul style="list-style-type: none">• Main Hall
<ul style="list-style-type: none">• 3G Pitch (Floodlit)	<ul style="list-style-type: none">• Main Hall	<ul style="list-style-type: none">• Tarmac games area	<ul style="list-style-type: none">• Tarmac games area
<ul style="list-style-type: none">• Astro Turf Pitch (Floodlit)	<ul style="list-style-type: none">• Gymnasium	<ul style="list-style-type: none">• Free Parking Onsite	<ul style="list-style-type: none">• Free Parking Onsite

• Tarmac Multi Use Games Area (Floodlit)	• Drama Room	• Grass fields	• Grass fields
• Grass Pitches	• Tarmac Multi Use Games Area		
• Free Parking Onsite	• Astro Turf Pitch (Floodlit)		
	• Grass Pitches		
	• Dining Area / Atrium		
	• Free Parking Onsite		

4. Definitions

Agreement	Shall mean Contract
Applicant	Shall mean the organisation responding to the Invitation to Tender (ITT)
Award	Shall mean the process by which the Trust shall determine to whom the Contract will be awarded.
Bid	Shall mean the Applicant's response to the Invitation to Tender (ITT)
Bidder	Shall mean the Applicant.
Business Day	Shall mean Monday to Friday 8.00am to 16.00pm with exception of Bank Holidays
Client	Shall be organisations / persons whom the Contractor enters into arrangements with to hire Trust facilities.
Contract	Shall mean the Agreement between the Trust and Contractor for the execution of the Services, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved.
Contract Commencement Date	Is likely to be at the earliest 1 June 2021 (or a date to be confirmed following confirmation of the Contractor).
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by the Trust.
Contract Period	Shall be awarded for an initial two year period. To be reviewed in advance of two years with an option for the contract to be extended on a rolling two year period basis without further need for procurement.
Dialogue	Shall mean the opportunity provided by the Trust for Bidders to discuss their potential solution and raise any questions for clarity.
Facility(ies)	Shall mean the facilities identified in Section 1, item 3.
Method Statement	The method statements to be prepared by the Bidder as part of the Solution to explain how the service will be delivered.
Preferred Bidder	Shall mean a Bidder that the Trust selects after evaluation of Final Tenders as their preferred provider for their Lettings management service.
Submission	Shall mean the correct and proper process for submitting the Applicant's Bid electronically. Applicants will not send their Bids to the Trust in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation. Any Submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.
The Trust	The Accord Multi Academy Trust.

SECTION 2

TENDER APPLICATION PROCESS

1. Due Date and Time

Tenders must be received **by 9am on Monday 26th April 2021**. Tenders received after the closing date and time will be considered invalid.

2. Tender Procedure

Tenders must be submitted by email stating your company's formal contact details and with **Facilities Lettings 2021** in the heading.

3. Tender Format

Tenders must be submitted in the English Language. All supporting information, including financial arrangements, must also be submitted in English.

Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and will be treated as such.

4. Tender Queries / Dialogue

Any requests for dialogue or queries relating to this tender should be raised as soon as possible and no later than Monday 19th April 2021. We aim to respond to queries / requests within two business days. Queries submitted after the query deadline may not be answered.

You are reminded that any representation to the Trust regarding prior submission of proposals and during the evaluation period shall only be made through the Trust's Contact Point.

The Trust's Named Contact Point for the procurement is:

Lisa Binks
Chief Operating Officer
Accord Multi Academy Trust
Storrs Hill Road
Ossett
WF5 0DG

E: procurement@accordmat.org

5. Non-Compliant Bids

Any bids which do not comply with the instructions given in this document will not be considered. However, tenderers wishing to submit an alternative proposal with full supporting information may do so, provided that this alternative proposal is included as an Appendix to the main submission for consideration on merit.

6. Conditions of Contract

The Standard Conditions of Contract, included as part of the tender documents, outline the general basis upon which the Contract will operate. The contract terms of the institution, which is awarding the contract will apply. Where there are references variously to goods and/or services in the Standard Conditions, it is acknowledged that certain clauses will be relevant to contracts for goods (should this apply), and other clauses will be relevant to the provision of Services. The Special Conditions of Contract & Instructions to Tenderers supplement the Standard Conditions and are part of this Contract.

7. Contract Award

We aim to award the tender by Friday 14th May 2021. However, the Trust is not bound to accept any tender submitted and/or may be required to adjust the tender award date due to internal verification and approval procedures and timeframes. In evaluating the tender, we will seek the most advantageous offer having regard to the following:

Mandatory Criteria:

- Acceptance of the Trust's Terms and Conditions of Contract as detailed in Section 3.
- Satisfactory pre-employment checks including enhanced DBS Checks undertaken by Contractor for all its employees that would be based in any Trust academies.
- Compliance with Modern Slavery Act 2015.
- Evidence of meeting the specification requirements as detailed in Section 4 & 5.
- Evidence of successful partnership working in a related field.
- Evidence of and/or assurance of a partnership that will work in a manner that is in keeping with the Trust's strategic aims and ethos.

Award criteria:

The Trust will score the Tenders received by 26th April 2021 against the Method Statements set out in Section 4 and the Detailed Specification set out in Section 5 using the scoring matrix below:

Score	Evidence
1	Unsatisfactory / unacceptable / does not meet any of the requirements.
2	Poor – falls far short of meeting requirements.
3	Addresses specification but in the most basic manner.
4	Falls moderately short of meeting the requirements.
5	Acceptable - appears to meet requirements but some inference needed where not fully demonstrated or evidenced.
6	Satisfactory - satisfactorily meets requirements and is supported by clear evidence.
7	Good - meets requirements and will bring some added value / benefit.
8	Very Good - exceeds requirements and will bring added value / benefit.
9	Outstanding - significantly exceeds requirements and will bring significant added value/ benefit.
10	Exceptional submission - significantly exceeding requirements in all respects and will bring hugely significant added value / benefit.

8. Income Generation

The Trust is seeking to achieve a return on its sports facilities and looking to enter into a profit share arrangement with the Contractor. Current assumptions on the allocation of costs and responsibility for income are as follows, although the Trust is willing to discuss alternative approaches if it provides a better value for money solution for the Trust:

- The Contractor is expected to be fully responsible for all costs associated with staffing, marketing and client management.
- An agreed arrangement for facilities maintenance, cleaning and utilities between each academy and the Contractor will be agreed for the period when lettings occur and any resulting issues as a result of lettings taking place. This may be based on a fixed percentage of the total costs, so that both parties have an incentive to reduce costs.
- The Tenderer is expected to take the full risk for any income and costs and deliver fully audited accounts on at least an annual basis.

9. Risk

The efficient allocation of risk between the Trust and the Contractor is an essential part of a successful long-term relationship. For the contract to be a success, it is important that each element of risk is managed by the party best positioned to do so. Agreement will be reached as part of the contract award.

10. Maintenance

It is expected that the Contractor will take full responsibility for the following during their operating hours:

- Ensure proper and safe use by clients of all academy equipment, facilities, buildings and grounds;
- Ensure any minor damage is rectified at the time of use wherever possible, and any more serious instances of damage to equipment, facilities, buildings and grounds is reported to the academy/Trust as soon as possible to ensure remedial action is taken;
- Ensure all areas in use are cleaned and tidied after each client use;
- Ensure all areas in use are cleaned and tidied at the end of each operating period so that the facilities are ready for the return of students, pupils and staff the next day.

Costs associated with the above are met by the Contractor.

Costs associated with repair following damage by clients of the Contractor are also met by the Contractor and/or Client.

11. Applicant Site Visits

The Applicant may visit any Trust sites prior to completing its offer to ensure that it is fully familiar with the site locations. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Trust.

Should the Applicant wish to visit the sites as part of its preparation it must contact the Trust in advance via email at procurement@accordmat.org.

Applicants will only be permitted to access the sites by pre-arranged appointments with the Trust. Representatives of the Trust will accompany Applicants during the site visit/s. The Trust may limit the number of visits that an Applicant may make.

12. Bidders

The membership of any Bidder, and the principal relationships between the members, may be changed only with the prior consent of the Trust. The Trust reserves the right to determine whether or not to continue with the evaluation

of a Solution, and whether or not to enter into a Contract with a Bidder, where there has been a change in the ownership of the Bidder (direct or indirect) or a change in the principal relationships between the members.

13. Bidding Costs

Each Bidder will bear its own costs of bidding, of taking part in the ITT and (if awarded Preferred Bidder status) of clarification, specification and optimisation.

The Trust reserves its position as to whether or not it will enter into contractual arrangements and dialogue, and the submission of Solutions, will be entirely at the Bidders' risk.

The Trust shall bear no liability whatsoever for the outcome of the Competitive Procedure with Negotiation and shall not be liable for the costs of Solutions' preparation, presentation, due diligence, clarification, fine-tuning, or any loss of profit or other economic loss incurred by Bidders as a result of this competitive process whatsoever.

14. Confidentiality and Fair Competition

The Trust intends to conduct this tender process and any requested dialogue in a way which is fair, transparent and does not risk distorting competition nor unfairly discriminates for or against a Bidder.

Proposals put forward by one Bidder will not be disclosed to others and all Initial Tenders will be treated confidentially. However, it should be recognised by Bidders that ideas they have are not necessarily unique to them and may have been considered by the Trust or other Bidders. Accordingly, while treating all Bidders equally and fairly, the Trust reserves the right to explore with all Bidders ideas and proposals which are topics in the public domain notwithstanding that the idea or solution already appears in the proposals of one Bidder.

The Trust will act reasonably as regards the protection of commercially sensitive information relating to the Bidder in the light of the latest published guidance on this area.

All information contained in this Invitation to Tender or attached documents is confidential and may only be used by the Tenderer or passed to third parties on a strictly "need to know" basis for the purposes of submitting a tender. Unsuccessful Tenderers should destroy all copies, as should any party not wishing to submit a tender.

15. Duration & Notice Periods

The contract period will be for 2 years in the first instance. Contract extensions will be at the discretion of the Trust. Contracts awarded will be reviewed in advance of two years with an option for the contract to be extended on a rolling two year period basis without further need for procurement. However, the Trust reserves the right to contact other firms, companies or persons if in its discretion it deems fit to do so at the point of considering contract renewals.

The contract notice period for either party will be six months in writing, except where a significant breach of the terms of the contract is found to have occurred and notice may be given earlier than six months and/or with immediate effect in exceptional circumstances.

SECTION 3

MANDATORY REQUIREMENTS OF CONTRACT

- 1. Acceptance of the Trust's Terms and Conditions of Contract.** By submitting a Tender, you are accepting this Condition of Contract and failure to achieve this standard will render you liable for liquidated damages and/or default in performance.
- 2. Satisfactory pre-employment checks including enhanced DBS Checks** are undertaken by Contractor for all its employees that would be based in any Trust academies. It is a mandatory requirement of the contract that all contractor staff are required to obtain satisfactory enhanced DBS checks in order to be deployed on Academy premises. Other satisfactory pre-employment checks that are required include a right to work in the UK check and 2 satisfactory references.
- 3. Compliance with the Modern Slavery Act 2015** where this is applicable.
- 4. Warranties and Disclaimers**

The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the Trust's criteria and that the Trust may require further information as appropriate and assess this as part of the evaluation process. The Applicant shall have no claim whatsoever against the Trust in respect of such matters and in particular (but without limitation) the Trust shall not make any payments to any Applicant and/or the successful Applicant(s) save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Trust to any Applicant in respect of the procurement procedures (or any termination of the procurement procedures for any reason) or delivery of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document and in the attachments area has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Trust does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Trust does not make any representation or warranty (express or implied) with respect to the information contained in the documents or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute financial investment advice, an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Trust be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or Submission of a bid.

The Trust does not take any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on the Information or any part of it).

This invitation to participate in dialogue and to submit a tender does not mean that the Bidder has the stability, technical competence or ability in any way to carry out the services.

- 5. Bribery Act**

The Bribery Act 2010 modernises the law on bribery and came in to force on 01 July 2011. The Act requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them.

As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

6. Counter Terrorism and Security Act

Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Academy Trust's in the performance of their duties to have "due regard to the need to prevent people from being drawn into terrorism". The Act requires the Trust to ensure that its procedures help to ensure a better understanding of radicalisation so that strategies can be put in place to deal with it. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.legislation.gov.uk/ukpga/2015/6/contents>.

7. Ownership

The procurement documentation and all copies thereof are and shall remain the property of the Trust and save for the purposes of the Bid, must not be copied or reproduced in whole or in part and must be returned to the Trust upon demand.

8. Applicant's Warranties

In submitting their bid, the Applicant warrants and represents and undertakes to the Trust that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;

- it has full power to enter into the Contract and provide the Services and will if requested produce evidence of such to the Trust;
- it is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Trust) which may adversely affect such financial standing in the future.

9. Specification Requirements

The Contactor will ensure all specification requirements are met on commencement of the contract and that there is an ongoing commitment to ensure specification requirements and contractual arrangements are fully met.

10. Successful Partnership Working

The Contractor and the Trust agree to work together with the mutual aim of a successful partnership that engages the community in use of Trust facilities and results in income generation for both parties. Mutually agreeable arrangements are in place to ensure the partnership is successful and continually reviewed to continue that success.

11. Reputation of the Trust

The Contractor will be required to undertake its operations in a manner that is in keeping with the Trust's strategic aims and ethos. Any issue arising or matter acted on by the Contractor that brings any academy or the Trust into disrepute may be designated as a breach of contract and result in cessation of contract either with or without notice.

SECTION 4 - INFORMATION REQUIRED IN TENDER SUBMISSION

1. Has your company had any prohibition or improvement notices served against it by the Health & Safety Executive over the past 5 years, (or equivalent organisation if the tender is outside the UK)?
 - a. Please provide a copy of your Health and Safety policy which includes all codes of practice.
 - b. Please provide a copy of your company’s policy for reporting and investigating accidents and dangerous occurrences.
2. Have you had any contracts terminated early during the past 5 years?
3. Has your company had any penalties applied to any contracts during the past 5 years?

4. Method Statements & Specification

The Trust wants to encourage innovation by Bidders in the formulation of their proposals for the Services, within the constraints set out in the ITT documents, to deliver value for money solutions and attractive offers for community users.

Section 5, Specification Overview sets out the Trust’s requirements in relation to the Services that are required of the Contractor.

Applicants must provide:

- Method Statements for MS1 to MS5 detailed below, and also;
- Method Statements for each item within the Specification Overview at Section 5,

to illustrate in practical terms how it intends to deliver the Services over the Contract Period in accordance with the Specification.

Each Method Statement will be evaluated in accordance with the Criteria for Assessing Score as detailed in Section 2.

Method Statement (MS)	Requirements
MS1 - The Outcomes	<p>Outcomes Delivery Plan and Service Development Plan</p> <p>Bidders are required to show an understanding of the Trust’s strategic outcomes and objectives and to provide evidence in the Method Statements and Initial Tenders to show ability to meet all the requirements of the Specification.</p> <p>Bidders shall set out how they will work with the Trust to achieve the Trust’s strategic outcomes and address the service outcomes as set out in the Specifications. The proposals shall include examples of mechanisms adopted which show successful working in partnership with other schools, Trusts, partners, local communities and stakeholders/members.</p> <p>This should include the approach to marketing and participation targets.</p> <p>Bidders should also provide draft outcomes delivery plan and service development plan as per the specification.</p>
MS2 – Quality Accreditation and Customer Care	<p>Bidders shall demonstrate how they would maintain any quality accreditation requirements. The proposals shall include how performance is monitored and measured.</p>

	<p>Bidders shall submit proposals of their Customer Care policies and standards required in order to meet the Specification. This shall include dealing with Customer Complaints (clients), Customer satisfaction and non-user research.</p>
<p>MS3 – Opening Hours, Programming and Income Generation Split proposals</p>	<p>Bidders are required to demonstrate how they will meet the Trust’s potential Lettings Hours in the Specification and as applicable propose any additional opening hours/extended hours.</p> <p>Bidders are required to demonstrate how they plan to programme facilities / lettings and deliver on the requirements in the Specification.</p> <p>Bidders are required to detail their proposals for the income generation split between the Bidder and the Trust and show evidence that their proposals are reasonable and justifiable.</p>
<p>MS4 – Staffing</p>	<p>This Method Statement should be divided into the following sections:</p> <p>Management Structures: Bidders shall provide details of appropriate staffing levels and management structure in order to demonstrate the organisation, responsibilities of staff by job role, qualification and experience of staff who will be assigned to perform the contract at each site.</p> <p>Staffing Proposals Bidders shall set out the proposed staffing levels together with policies for staffing. This shall include specific qualification requirements, duties, competency and responsibilities for staff delivering the services.</p> <p>Training, Recruitment and Retention The Method Statement should include details of training proposals, recruitment and retention to show evidence of trying to advertise positions locally as well as more widespread and policies aimed at retaining staff.</p> <p>Please provide documented evidence outlining your company’s recruitment policy, which must include vetting procedures/enhanced DBS checks and information on how you would vet staff to meet the Client’s requirements in respect of professionalism, security and confidentiality of information.</p> <p>Please provide details of the minimum training requirements of staff deployed to work at academy sites, how this will be managed, reviewed and regularly updated to ensure staff are fully competent.</p> <p>Please note – for roles on academy sites, Contractor staff must be aged 18 or over.</p> <p>Contingency plan for mobilisation, staff shortages etc The Method Statement should include a detailed plan showing how you prepare for mobilising this contract and how you would deal with staff shortages etc.</p> <p>Confirmation of staff turnover rates Provide evidence of staff turnover rates throughout your company as a whole for the past 3 years.</p> <p>Staffing Contracts & Policies</p>

	<p>Please provide your company policy on contractual arrangements for employing staff i.e. temporary, permanent or casual and also a copy of your template contract of employment. If employing casual or zero hours staff provide details of your compliance with Employment Law.</p> <p>Please provide a copy of your staff Code of Conduct and Equality & Diversity Policy.</p>
MS5 – Facility Management	<p>Bidders are required to demonstrate how they will deliver facility management services for the facilities as set out in the Specification and should include cleaning and environmental management.</p> <p>The bidders approach to health and safety should also be included and reference to the bidders health and safety procedures.</p> <p>Please provide details of any plant and equipment to be supplied for the operation of the Contract (where applicable).</p>

Failure to provide any of the above requested evidence may result in elimination from the Tender process.

SECTION 5 – SPECIFICATION OVERVIEW

Each item ref and sub item ref detailed below will be evaluated in accordance with the Criteria for Assessing Score as detailed in Section 2.

ITEM REF	DETAILED SPECIFICATION REQUIREMENTS – PLEASE PROVIDE EVIDENCE OF HOW EACH ITEM BELOW WILL BE ACHIEVED
01	Supply and manage online booking system for clients (hirers of facilities) – for each academy.
02	Manage relationships with hirers, all hirer bookings and queries, ensure all hirers business objectives are in keeping with the Trust / academy aims and ethos.
03	Supply and manage marketing of facilities – ensuring all marketing is in keeping with the Trust / academy aims and ethos. Manage all opportunities to maximise lettings revenue within the agreed parameters.
04	Provide onsite DBS certified staff who have completed all training requirements. On site staff will be required to unlock/lock internal and external buildings/facilities, ensure safe use of all equipment and facilities, ensure all facilities and equipment are cleaned at the end of each session / client use and at the end of each shift.
05	Manage customer queries and complaints.
06	Commitment to building a professional contract and Service Level Agreement (SLA) and working relationship with the Trust and member academies – ensuring the delivery of the SLA has no detrimental impact on any academy, its facilities and / or pupils. Develop communication channels and regular contract/SLA reviews.
07	Manage booking amendments/refunds. Do you run your own hirer/ client support desk? And if so, is it UK based?
08	8. Manage all financial aspects of the lettings, including: a. payment direct to academy bank accounts. b. payments for Trust split of income generation are required on a monthly basis. Please confirm any issue with this. c. evidence of open book accounting and/or evidence of visibility of costs incurred relative to income split. d. confirmation of when hirers pay for bookings e.g. in advance/arrears? e. is your accounts department in-house and UK based?
09	Manage all aspects of health & safety on site whilst lettings are taking place. Please provide details of your routine Risk Assessments and also your Covid-19 risk assessments and how you will support academies to maintain their Covid-19 risk assessments.
10	Manage all aspects of safeguarding and have clear expectations and policies in place with regard to safeguarding (relative to both employment of staff and management of hirers).
11	Provides secure insurance and indemnity information in terms of contract. Provide evidence of how client’s public liability insurance is checked to ensure in place.

12	Provide real time access for academies to view bookings. Is training provided for academy personnel on use of relevant systems and inclusive of SLA/Contract?
13	Do you have secure systems in place for storage and processing of client / hirer data with appropriate Data Sharing and Privacy Notices in place to ensure compliance with GDPR?
14	Provide an accessible after sales service for the academy to raise any issues/queries .

SECTION 6
DECLARATION

I/We hereby offer to provide the services as specified in Sections 4 & 5 in accordance with the Conditions of Contract.

Signed

Name (Block Capitals)

Designation

For and on behalf of

Tel.

Fax

E-mail address

SECTION 7

CONFLICT OF INTERESTS

Please complete Section A or B as appropriate

Section A

I/We warrant that:

There **would be no** conflict or perceived conflict of interest arising from any existing relationship that I/We might have and the members of staff involved in the conduct of the procurement procedure*. If in doubt please declare.

I/We acknowledge that a failure by us to declare a potential conflict of interest, which I/We should have reasonably known about, may result in our disqualification from the tender process or a termination of any contract awarded as a result of this tender process.

Name:

Position/Status:

Company Name:

Address:

Date:

Section B

I / We warrant that:

There could be a possible conflict or perceived conflict arising from any existing relationship that I/We might have and the members of staff involved in the conduct of the procurement procedure*.

Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this contract.

Name:

Position/Status:

Company Name:

Address:

Date:

SECTION 8

FORM OF OFFER

I/We offer to supply to Accord Multi Academy Trust in accordance with the enclosed Terms and Conditions of Specification, the services detailed in our Tender submission.

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to the Contract.

I/We agree that in any contract that may result from this tender shall be subject to the law of England and Wales as interpreted in a Court of England and Wales.

The information in this tender is valid and open to acceptance by you for a period of 90 days from the tender return date specified in your Invitation to Tender.

I/We declare that this is a bona fide tender, intended to be competitive and that we have not fixed or adjusted the tender by or under or in accordance with any agreement or arrangement with any other person.

I/We further declare that I/We have not done and I/We undertake that I/We will not do any of the following acts: -

- Communicate with a person, other than the person calling for this tender, the details of the proposed tender.
- Enter into any agreement or arrangement with any other person that he/she shall refrain from tendering.
- Offer to 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 be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word “persons” includes any person and anybody or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed:.....

Name:.....

For and on behalf of (insert full name of business)

.....

Address of Registered Office:.....

.....

Date:.....