



INVITATION TO TENDER (ITT)

for the provision of

Synthetic Training Pitches (STPs) for Accord Multi Academy Trust

Contract Reference: STP 2024

SECTION 1

INFORMATION FOR TENDER COMPLETION

1. General Information

Accord Multi Academy Trust (the 'Trust') wishes to procure replacement synthetic carpet surfaces along with the associated infrastructure for two Academy sites:

- Ossett Academy & Accord Sixth Form, Storrs Hill Road, Ossett, WF5 0DG; and
- Horbury Academy, Wakefield Road, WF4 5HE.

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.

Both Ossett Academy and Horbury Academy are large educational sites with a collective cohort of over 2,800 students. With a full PE curriculum and community lettings programme in place, the facilities on offer are key to maintaining the quality of education and safety of users with the playing surfaces which are on offer. Due to the value of investment, the Trust is required to conduct a tender process.

3. 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 Thursday 8.00am to 16.00pm and 8.00am to 15.30pm on Fridays with exception of Bank Holidays.
Contract	Shall mean the Agreement between the Trust and Preferred Bidder for the delivery of the goods and services, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved.
Dialogue	Shall mean the opportunity provided by the Trust for Bidders to discuss their potential solution and raise any questions for clarity.
Method Statement	The method statements to be prepared by the Bidder as part of the Solution to explain how the goods and services will be delivered.
Preferred Bidder	Shall mean a Bidder that the Trust selects after evaluation of Final Tenders as their preferred provider for the goods and services.
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 12 noon on Friday 15 March 2024**. 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 **STP 2024** 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 11 March 2024**. 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:

Geoff Howsam
Director of Estates
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 Mandatory Requirements of Contract, included as part of the tender documents, outline the general basis upon which the Contract will operate. The contract terms of the Trust, which is awarding the contract will apply. Where there are references variously to goods and/or services in the Conditions, it is acknowledged that certain clauses will be relevant to contracts for goods, and other clauses will be relevant to the provision of services. The Mandatory Requirements of Contract and Instructions to Tenderers supplement the Conditions and are part of this Contract.

7. Validity

The Bidder's offer shall be left open for acceptance or non-acceptance for a period of 90 days from the Closing Date for the receipt of proposals referred to in the Tender Application Process.

8. Contract Award

We aim to award the tender by Friday 12th April 2024. 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 Mandatory Requirements of Contract as detailed in Section 3.
- Compliance with the Modern Slavery Act 2015.
- Evidence of meeting the specification requirements as detailed in Section 4.

Award criteria:

Tenders received by 15th March 2024 will be scored by the Trust against the specification set out in Section 4. The Tender will be awarded to a successful provider who ranks highest across the following criteria:

Category	% Weighting
Preliminaries	25%
Site Preparation & Fencing	25%
Synthetic Surfacing	15%
Synthetic Turf	15%
Supplier Quality and Reputation	10%
Acceptable Scope of Works	10%

Guidelines for marking:

Each of the above categories will be marked in accordance with the following scoring:

- 0 = Fails to answer the question
- 1 = Addresses question but in the most basic manner
- 2 = Addresses question with moderate degree of detail
- 3 = Answers question with appropriate level of detail and with supporting documentation as appropriate (e.g. Method Statements etc)
- 4 = Very detailed, model answer

Tenderers scoring a 4 will receive the entire weighting mark for each category. Those scoring a 3 will receive 3/4 of the weighting mark and so on.

9. Applicant Site Visits

Potential Bidders may visit both academies prior to completing its tender. The information in this ITT is given as an indication of the 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 site 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.

10. 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.

11. 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.

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** – it would be preferable if DBS checks are undertaken by the successful bidder for all its employees that would be attending the academy. 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. Method Statements**

Please provide documentation relating to your method statements as appropriate to the tasks required. Failure to provide full documentation / evidence relative to the specification will result in elimination from the Tender process.

- 5. 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 provision of goods / services.

6. Quality Policy

Please provide your company's quality policy together with details of your Quality Monitoring/Audit systems (include sample documentation where appropriate).

7. 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>.

8. Counter Terrorism and Security Act

Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Academy Trusts 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>.

9. 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.

10. 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.

11. Specification Requirements

The Contractor 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.

12. 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. Have you had any contracts terminated early during the past 5 years?
2. Has your company had any penalties applied to any contracts during the past 5 years?
3. 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)?

4. Specification

The following is the specification for each academy site:

Ossett Academy & Accord Sixth Form

- Remove existing synthetic carpet and underlying shock pad.
- Remove the two runs of fencing that divide the pitch into thirds. Make good the base.
- Works to the perimeter of the base to reduce the level of the macadam, to ensure the new deeper pile height can be retained by the existing edgings.
- Power wash the macadam base to remove and silt etc.
- Install new synthetic surface Tiger turf Atomic Pro 60 suitable for rugby and football over suitable in-situ shock-pad.
- Inlaid playing lines for football across full length of pitch.
- Inlaid playing Ds for 3 x cross-play football.
- Install two divider nets for flexibility to split the pitch into thirds.
- Independent performance testing to meet FIFA Quality and World Rugby Reg 22.
- Installation of new Pitch Instruction board.

Horbury Academy

- Remove existing synthetic carpet system.
- Remove timber kickboards, replace with new.
- Works to the perimeter of the base to install carpet grippers, make good macadam.
- Power wash the macadam base to remove and silt etc.
- Install new synthetic surface Tiger turf Evo suitable for hockey/multi-use, over suitable in-situ shock-pad.
- Inlaid playing lines to match existing.
- Independent performance testing to meet GEN2 Multi-Sport.
- Installation of new Pitch Instruction board.

Suggested tabular format to present works specification:

Ref	Description	Quantity	Units	Rate	Value

5. Installation Dates:

The installation must be able to take place in the time window below:

- 1 June 2024 to 31 August 2024

It may be possible to work around academy timetables to facilitate installations during term time. This would need to be evaluated based on restrictions in place at that time.

6. Suitability of Products and Supply of Associated Materials to be Used:

Please provide details relevant to the goods you propose to provide.

7. Supplier Quality and Reputation

Please attach evidence of the following company policies:

- Data Protection Policy (including GDPR)
- Environmental Policy
- Equal Opportunities Policy
- Health and Safety Policy including all Codes of Practice
- Reporting Accidents Policy and Investigating accidents and dangerous occurrences
- Modern Slavery Policy
- Employers Liability Insurance
- Product Liability
- Professional Indemnity

The supplier must include information on installation guarantees, warranty and fault reporting processes. The Trust has an expectation that the quality of installation is backed by a guarantee matching or exceeding the warranty provided by the Synthetic Carpet manufacturer and other related products and materials to be used.

8. Scope of Works / Supplier Responsibilities

Please provide a scope of works, detailing your approach from successful tender bid through to the completion of all installation works.

The scope of works should also detail any ongoing services provided after completion of the installation (for example, training, etiquette for users and maintenance service level agreements to protect the assets thereafter etc).

All suppliers are expected to reference the PDF documents attached (**Atomic Pro 60 Data Sheet for Ossett Academy and Evo Data Sheet for Horbury Academy**)

SECTION 5
DECLARATION

I/We hereby offer to provide the goods / services as specified in Section 4 in accordance with the Mandatory Requirements of Contract.

Signed

Name (Block Capitals)

Designation

For and on behalf of

Tel.

E-mail address

SECTION 6

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 7

FORM OF OFFER

I/We offer to supply to Accord Multi Academy Trust in accordance with the enclosed Terms and Conditions of Specification, the goods / 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:.....