

# **Request for Quotation (RFQ)**

# **For the provision ICT Infrastructure for the DfE’s Connect the Classroom Scheme**

# **Ref: ELTPROC-2023-CtC-001**

Issue Date: Friday 17th February 2023

Closing Date: Friday 17th March 2023

**Please ensure that**, along with this document, you have downloaded the following additional documents:

1. ELT ‘Procurement Pack’
2. DfE’s ‘Procurement Pack’ + Cost Matrix
3. Example School Documents

For abbreviation purposes, the procurer, Enquire Learning Trust, is usually defined as “ELT” within this document

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# **SECTION 1 - INTRODUCTION**

**INTRODUCTION**

 Enquire Learning Trust operates a new procurement service for a group of, at present, 30 Primary Academies in three geographical areas (see appendix B for details). This RFQ is for the purchase new ICT infrastructure provision within the DfE’s Connect the Classroom programme.

**GENERAL REQUIREMENTS**

ELT’s detailed requirements are defined in the Specification section of this document.

**BACKGROUND TO THE SUPPLY REQUIREMENT**

**The Enquire Learning Trust (ELT)** isa multi-academy trust working to improve learning and achievement in primary and special schools across the North of England.

ELT believes that all students can be powerful learners if they are given access to good learning experiences. ELT wants children, and the academies they attend, to be confident, successful and ambitious.

ELT envisages a Trust where well led, highly skilled and committed professionals collaborate, learn and innovate together to ensure that all academies are successful and where all learners have access to effective and innovative provision that meets their needs and aspirations.

ELT wants to add value to achievement and raise standards and also wants to change lives. ELT knows this requires its provision and its practice to be world class. Because of the distance to be travelled, ELT understands that good will not be good enough and that it needs to develop a shared appreciation of excellence and then strive to enact it every day.

ELT needs to show that it takes learning seriously and will work together to create a vibrant culture in which this can happen.  It knows that it’s what it does that counts and that its thinking must be visible in classrooms if it is to have leverage.  Children are at the forefront of all that ELT does and aspires to do. ELT needs to take serious steps to engage them, to hear their voice in authentic ways and then to use their insight and expertise to develop radical pedagogies that taps into their passions and interests and use the potential of emergent technologies.

**SUBMISSION OF QUOTATION**

To manage this procurement and to communicate with potential bidders, ELT uses a digital process which is a combination of its procurement page on its websites and direct email communication with its Admin Team.

No hard copy documents will be issued and all communications with ELT (including the submission of quotations) will be conducted through email. To ensure all communications relating to this Procurement are received, you must ensure that the point of contact you nominate in the e-tendering system is accurate at all times as ELT will not be under any obligation to contact any other point of contact.

All bids must be submitted to ELT in electronic format. The bids documents are to be submitted as outlined in Section 13: E-MAIL TENDERING INSTRUCTIONS. Quotations must be received by the date and time set out in the table below. Any requests for clarification are to be submitted via email to:

**info@enquirelearningtrust.org**

Your attention is drawn to the date and time for receipt of your quotation and **no submission will be allowed for whatever reason after this date and time.**

When returning your quotation please ensure that:

* all documentation is properly completed and enclosed with your quotation.
* the deadline by which the quotation must be returned is complied with.

All Suppliers must keep their respective quotation valid and open for acceptance by ELT until the expiry of 90 calendar days from the deadline for the receipt of quotations.

**PROCUREMENT TIMETABLE**

This procurement is intended to follow the time-line below:

|  |  |
| --- | --- |
| 1. Request for Quotation Issued
 | 17th February 2023 |
| 1. Deadline for receipt of clarification requests
 | 10th March 2023 |
| 1. Deadline for Quotation Responses
 | 17th March 2023 |
|  4. Quotation Evaluation | 24th March 2023 |
|  5. Contract Awarded (subject to pre- contract checks) | 31st March 2023 |
|  6. Contract Issued | 14th April 2023 |
|  7. Delivery commences | 1st May 2023 |

Please note that ELT reserves the right to amend this timetable and steps 3 to 7 inclusive are provided for indicative purposes only.

**EVALUATION OF QUOTATIONS**

# ELT will accept the quotation which is most economically advantageous which is a balance between cost and quality.

# Based on the information provided by suppliers, each submission will be evaluated based on a combination of price and quality.

|  |  |
| --- | --- |
| **Criteria** |  |
| Price | **70%** |
| Quality  | **30%** |
| **Quality will be evaluated based on the following:** |  |
| Support  | **20%** |
| Configuration and Scope of Works | **50%** |
| Delivery & Schedule | **20%** |
| References and Testimony Quality | **10%** |

The supplier’s quotations will be scored using the ELT Tender Evaluation Guidance which is a document attached as part of this RFQ set.

The Quotation must consist of answers to all of the questions asked in the Supporting Information section below. Bidders must also complete the Pricing Schedule on Section 3 as well as the DfE’s Cost Matrix document in relation to the sample school we’re using for this process.

The submission must be electronically signed and the Quotation must be valid and open for acceptance by ELT until the expiry of 90 days from the last date for the receipt of Quotations.

**SUPPLIER CHECKLIST**

Suppliers should ensure that they have completed the following sections before returning their quotation responses:

|  |  |
| --- | --- |
| **SECTION HEADING** | **COMPLETED?** |
| **Section 2.5 – Information Requested in Specification** | 🞏 |
| **Section 3 – Pricing Schedule** | 🞏 |
| **Section 5 – Supporting Information (Parts A, B, C & D)** | 🞏 |
| **Section 7 – Contract Conditions Acceptance** | 🞏 |
| **Section 8 – Supplier’s Contact Information** | 🞏 |
| **Section 9 – Collusive Quotation Certificate** | 🞏 |
| **Section 10 – Form of Quotation** | 🞏 |
| **Section 13- Data Protection Declaration** | 🞏 |
| **Section 14 – Freedom of Information Disclosure Form** | 🞏 |

It is important that all sections are completed as failure to do so may result in your quotation not being considered.

# **SECTION 2 - SPECIFICATION**

The Enquire Learning Trust are a 30 Primary School Trust across the North of England. 13 of our academies are eligible for the DfE’s Connect the Classroom programme and details of this can be found within the DfE related documents in the procurement pack.

Whilst this tender is specific to the 13 eligible schools (phase 1), we plan to install a uniform system across our other 17 schools (phase 2), and any new academies that join us. The successful supplier for this tender would also be our preferred partner for the ‘phase 2’.

Quotations are invited for the following: -

To supply ELT with a Cisco solution that aligns to the technical specification of the DfE’s Connect the Classroom programme. The Trust have benchmarked other vendors for quality and ease of use and management and will only be accepting bids for a Cisco solution.

The hardware specifics of this solution would include:

* Internal Access Point model – **MR44-HW**
* External Access Point model – **MR86-HW with MA-ANT-20 Meraki Dual-Band Omni Antennas**
* Possible Switch models
	+ **MS355-24X-HW**
	+ **MS355-24X2-HW**
	+ **MS355-48X-HW**
	+ **MS355-48X2-HW**
* Associated stacking between these switches and also fibre modules to uplink cabinets across school
* Minimum of 10 years licensing for all associated Cisco hardware being installed
* Cisco value-add services inclusive in this DfE programme
* Cat 6A cabling to all access points
* Access points connected to a multi-gig port
* Switches stacked at 40GB
* Network cabinets to house the above switches if existing cabinets are unable to do so

This tender has 2 elements to it for our scoring process. The first is to provide a deskside survey and quotation for our sample school within the procurement pack. We have provided a site map with the locations of existing access points and network cabinets listed, as well as the Network Asset Form we submitted to the DfE, detailing the existing quantities of switches and access points that serve this specific school.

The Site Map details the locations of the network cabinets and which existing access points run to which cabinet. This will help you in quoting for the required switches for said cabinets to ensure the quantities of multi-gig ports on the quoted switch is sufficient

We ask suppliers bidding on this tender to complete the DfE 3 Cost Matrix document for this sample school.

Please note the follow caveats/proviso’s when quoting:

* Each room has a cable run into it that new cables can be used to route to and use existing cable tidies/trunking.
* If your deskside survey/heat map requires the access point to be in a room that is isn’t at present, whilst the above point stands, you will need to quote for any ceiling mounted trunking required to cable to the desired location in the room.
* There is no asbestos or other safety concerns when undertaking this work
* Other than the Orange Cabinet (shown on the site map), all other cabinets aren’t of the required depth to install the above switches into, therefore needs replacing. All cabinets would need to be wall mounted.
* New Cat6A cabling is required for all access points being installed as at present, Cat5e is installed school wide
* Ignore the 2 x ‘External’ labelled access points on the plan, this is a Point to Point bridge which we are happy to leave in place. That also goes for the switch in the Red Cabinet as this serves the ‘Bungalow’ which is used for meetings and not classroom activity. The access points however would still need replacing.
* Note that on the Network Asset Form there are 14 access points listed, but on the map there are 16. This is due to the bungalow being a recent addition which the DfE are aware of and our submission needs to include these.

As part of this pricing, please ensure the following is included and itemised with the DfE Cost Matrix spreadsheet:

* Configuration of the Cisco Meraki Trust wide network, including Trust wide visibility for support and management centrally, but with granular permissions and access set for ICT Support providers to only see the schools’ devices they work with and agreed scope for what elements can be amended.
* VLAN’s configured for the internal network, guest wireless and our phones would be implemented during the setup and replicated across all schools.
* Configuration of our required wireless solution that will include:
	+ 2 x internal SSID’s for our staff and students to use, replicating the existing setup
	+ 2 x guest wireless solutions that will provide frequent visitors with a secure guest wireless that whilst is segregated from our main school network, is monitored for activity on the network in the same way as our staff and students are safeguarding via our Web Filter. The second solution would be a traditional Captive Portal type which guest users can sign up to and gain low-level access without any support from IT for such items as SSL inspection certificates for example. Both solutions would be bandwidth limited and application control applied also
	+ Support of the configuration and setup of the system for a 12 month period.

The second element of this tender is for us to understand the wider associated hardware costs likely for the programme, which we will score in the same format as the above, and as set out in this RFQ and our ELT Tender Guidance documents.

Please provide a quote separate to the DfE Cost Matrix, for:

* 156 x **MR44-HW internal access points**
* 3 x **MR86-HW with MA-ANT-20 Meraki Dual-Band Omni Antennas**
* 35 x **MS355-24X-HW**
* 35 x **MS355-24X2-HW**
* 35 x **MS355-48X-HW**
* 35 x **MS355-48X2-HW**

Until a site survey is done by the successful supplier at each school, the above quantities are based on internal asset registers that we’ve used to scope the possible overall required quantity of hardware. The switch element is likely to be ‘or’, not ‘and’ with 35 total across the 13 schools being the total but understanding the possible price for each model is what we require at this point.

Once a winning supplier is awarded the contract, an onsite survey for each eligible school would need to be commissioned to then complete the DfE 3 Cost Matrix per school for us to submit this to the DfE to process and approve. We would require this immediately after the award to ensure that lead times and implementation can be fulfilled over Summer and October Half Term. Please note this within your work scope and availability required.

ELT seeks to appoint a single contractor to deliver the above to its eligible Connect the Classroom school, and to our non-eligible existing schools and any new Academy clients. The specification for our non-eligible schools may differ but the supplier who wins this tender will be our preferred partner to implement this instead of re-tendering.

2.1 The Commencement Date is 1st May 2023.

2.2 The Contract Manager is Sara Gartshore, Chief Admin Officer, Enquire Learning Trust, Unit 18 Appleton Court, Wakefield WF2 7AR

2.3 We request that copies of the following documentation are submitted.

* A copy of each of your current Employers Liability, Public Liability, and Professional Indemnity Insurance certificates.
* A copy of current Data Protection Policy
* A copy of your organisation’s Equal Opportunities Policy.
* Copy of DBS clearance for any employer who may visit any of ELT Academy clients

If any of the certificates are not held, or any of the systems are not in place, please can you provide an explanation of the reasons why, in order for this to be taken into account when evaluating your submission.

**FURTHER INFORMATION AND QUERIES**

Suppliers should seek to clarify any questions that they may have in relation to the ELT’s requirement before submitting their proposal.

All such requests for clarification should be submitted via email ONLY to:

info@enquirelearningtrust.org

The deadline for receipt of clarification questions is 10th March 2023.

# **SECTION 3 - PRICING SCHEDULE**

Prices are to be submitted in Pounds Sterling and exclusive of VAT. It should be assumed that all the requirements under the specification should be included in the costing proposal.

Prices are to be based upon the following:

|  |  |
| --- | --- |
| **Description of Services** | **Price (excluding VAT)** |
| To supply, install, configure and support the ICT infrastructure upgrade in line with the DfE’s technical specification for their Connect the Classroom programme for our sample school as listed. This should be completed on the DfE’s Cost Matrix spreadsheet |  |
| To quote for Cisco hardware (within Section 2 – Specification), required across all CtC eligible schools. This can be submitted in the format of your standard quotations. |  |

**Please Note: Your quotation must itemised, covering each element of the specification and requirements.**

# **SECTION 4 – CONDITIONS of AWARD**

*Please see the ELT Tender Evaluation Guidance document included with this RFQ set.*

**ELT will not accept bids where amendments or additions to the published Terms and Conditions are proposed.**

**ELT will NOT accept variations to the specification and requirement.**

# **SECTION 5 - SUPPORTING INFORMATION**

|  |  |
| --- | --- |
| **Company Name:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Date Established:** |  | **Registration No** |  |
| **Status:** (sole trader, partnership, limited company etc) |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Insurance Levels Held:**

|  |  |  |
| --- | --- | --- |
| **Employer Liability** | **Public Liability** | **Professional Indemnity**(where appropriate) |
| £10,000,000 (Minimum required) | £5,000,000 (Minimum required) | £1,000,000 (Minimum required) |
| **Actual value held by Tenderer** |
|  |  |  |

 |

**Turnover**

A bidding organisation will be deemed to pass a financial viability test to perform the contract providing that it can demonstrate the following:

* An assessment of the bidding organisations turnover value for each of the last two years will be undertaken.  Based upon CIPFA Guidance the value of the contract will not exceed 50% of a company’s turnover.
* In addition, ELT may undertake an external credit check on the organisation to establish its financial stability. Any organisation rated with a risk indicator of “Average risk” or better will be considered for evaluation.

**Please complete the below table.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 2 | Year 1 | Latest (201…) |
| Turnover |  |  |  |
| Profit |  |  |  |

Is your company a Small- Medium Enterprise\* (SME)? **YES/NO**

\*An SME is an enterprise which has less than 250 employees and has a turnover less than £25 million.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Have you had any County Court judgements (or equivalent) made against the company in the last three years?

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  | No |  |  If Yes, how many? ……………………………….. |

 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company Resources:**

|  |  |  |  |
| --- | --- | --- | --- |
| Management & Admin |  | Operations |  |

 |
| **Equal Opportunities:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Do you operate a written policy on Equal Opportunities and Race Equality covering recruitment and employment matters? | Yes |  | No |  |
|  |
| In the last 3 years have any findings for discrimination been made against your organisation by a court or tribunal? | Yes |  | No |  |
|  |

 |
| **Quality:****Does your Company hold any current accreditation for your quality systems?**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  | No |  |  Accreditation ………………………………… |
| Do you have a dedicated Quality Manager / Consultant? | Yes |  | No |  |
|  |

 |
| **Evidence of registration with appropriate professional/trade body(s):****Either insert required details or state ‘None’** |
| **Health & Safety:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Do you have a written Health & Safety Policy? | Yes |  | No |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Do you have a risk assessment process? | Yes |  | No |  |

**In the last 3 years how many prosecutions, prohibition notices and improvement notices has your company received?**

|  |  |
| --- | --- |
| Prosecutions |  |
| Prohibition Notices |  |
| Improvement Notices |  |

**(Please provide details on a separate sheet)** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Environmental:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Do you have a written Environmental Policy? | Yes |  | No |  |

(Please provide details of any environmental initiatives you have/are running to minimise the environmental impact of your operations.) |

**Disclosure and Barring Service**

ELT is committed to fulfilling its duty to protect children and vulnerable adults to whom it, or its clients, provides a service by ensuring the highest integrity of those appointed to positions of trust and in doing so, complying with the relevant legislation and codes of practice.

Whilst it is acknowledged that the requirement is for remote support and training, should there be a circumstance where an employee of the supplier is required to visit an Academy then DBS certification is required for that employee. Please not that such a visit is not foreseen but please complete the information below.

Please confirm that ALL employees working on the premises of an ELT Client Academy will have current DBS certification. You may be asked to provide evidence

|  |  |
| --- | --- |
| **Confirmation that all employees working on ELT client site will have DBS clearance** |  **YES / NO** |
| **If answering “NO” please give reason or explanation** | Supplier to complete  |

**DECLARATION**

I declare that the details submitted in this Application Form are correct.

I declare that the applicant is the organisation which it is proposed will enter into a formal contract with ELT if awarded the contract.

I understand that the information disclosed in this application form will be used in the evaluation process to assess my firm's general suitability and competence to conduct the service to be tendered by Enquire Learning Trust.

Signed:

Name:

Position:

Date: \_\_/\_\_/\_\_\_\_

A digitally scanned signature is acceptable.

**SECTION B Previous relevant performance of the Company**

B-1 Please provide brief details of your company’s previous relevant performance in delivering the type of services required under this contract.

**SECTION C References**

Please provide the names and contact details of **at least THREE** recent (last 2 years) clients from whom we may seek references, preferably within education, and for whom you’ve implemented a Connect the Classroom installation. Your referees must be relevant to the service you are applying to provide.

**The supplier is responsible for providing up to date contact details for each reference. Please note that upon requesting references, ELT will allow 5 working days for receipt of references before making the decision to award the contract. It is important that you confirm with your referees that they are current (e.g. still working for the organisation), willing and available to provide a reference via email.**

**Suppliers should be aware that if references are not returned within the 5 working days this may affect the contract award decision.**

**Note that failure to provide appropriate references will disqualify consideration of the tender.**

**REFEREE 1**

Name of client:

Address:

Telephone:

Name of person to contact:

E-mail address

Scope of services provided:

Contract Value / Duration:

**REFEREE 2**

Name of client:

Address:

Telephone:

Name of person to contact:

E-mail address

Scope of services provided:

Contract Value / Duration:

**REFEREE 3**

Name of client:

Address:

Telephone:

Name of person to contact:

E-mail address

Scope of services provided:

Contract Value / Duration:

**SECTION D Proposed Working Methods/ Project Plan**

D-1 Please provide Method Statements which are designed to assess your planned approach to delivering the contract and the support.

**SECTION 6 – PAYMENT DETAILS**

ELT’s standard payment terms are 30 days from receipt of invoice following completion of the required services.

Payment is by BACS.

It is the policy of ELT to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Bank Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sort Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No invoices will be accepted from any Contractor without an official written order from ELT and the order number in full being quoted on all invoices.

**IMPORTANT** - All invoices should be addressed to:

Enquire Learning Trust

Unit 18 Appleton Court

Wakefield

WF2 7AR

 **Failure to do so may lead to a delay in payment.**

The following section should only be completed and submitted by the successful tenderer following award of the contract.

**SECTION 7 – CONTRACT CONDITIONS ACCEPTANCE**

Contract for the Provision of the Connect the Classroom programme

**To: Enquire Learning Trust**

I/we the undersigned DO HEREBY UNDERTAKE to provide the Services upon and subject to the terms and conditions set out in such Conditions of Contract, Specification, and the pricing and rates contained in the pricing schedule and other documents as are contained or incorporated herein.

Signature ...............................................................

## *Duly authorised agent of the Supplier*

(Electronic/typed signatures are acceptable)

Position held ...............................................................

Name and Address ...............................................................

of Supplier

...............................................................

...............................................................

...............................................................

Dated ...............................................................

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual tenderer, the capacity in which he signs or is employed.

**SECTION 8 – SUPPLIER’S CONTACT INFORMATION**

Name of person to whom any

queries relating to this quotation

should be addressed

Telephone/Mobile

Email

Address

**SECTION 9 – COLLUSIVE QUOTATION CERTIFICATE**

I/We declare that:

1. This is a bona fide Quotation, intended to be competitive, and that I/we have not fixed or adjusted the amount of the Quotation by or in accordance with any agreement or arrangement with any other person.

2. I/We have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this Quotation any of the following acts:

a communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed Quotation except where disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain premium Quotations required for the preparation of the quotation.

b entering into any agreement or arrangement with any other persons that they shall refrain from Quoting or as to the amount of any Quotation to be submitted.

c offering or paying or giving or agreeing 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 Quotation or proposed Quotation for the said work any act or thing of the sort described above. We acknowledge that if we, or anyone who acts on our behalf behaves improperly or commits an offence under the Bribery Act 2010, that ELT may cancel the contract and recover all costs and losses.

In this certificate, the word ‘person’ includes any persons or anybody or associated, corporate or unincorporated, and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Dated this ……………………………day of ……………………………..20…….

Signature …………………………………………………………………………..

For and on behalf of ………………………………………………………………

*(Name of firm or Company)*

Status of signatory…………………………………………………………………

*(eg Partner or Director)*

Note: Refusal to give this declaration and undertaking means that your Quotation will not be considered.

**SECTION 10 – FORM OF QUOTATION**

To Enquire Learning Trust

Having examined carefully and understood the Conditions of Quotation, Conditions of Contract, the Specification and all other documentation issued by ELT in connection with Contract for the provision of the Connect the Classroom programme

We ………………………………………………………………………………………………

Of ………………………………………………………………………………………………

………………………………………………………………………………………………

hereby offer to supply the Services subject to the terms and conditions set out in such Conditions of Quotation, Conditions of Contract Specification and other documents (if any) at the prices and rates contained in the Pricing Schedule.

We understand you are not bound to accept the lowest or any quotation you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this quotation.

Signature ………………………………………………………

*Duly authorised agent of the Person Quoting*

Position held ………………………………………………………

Name and Address of Person Quoting………………………………………………………

 ………………………………………………………

 ………………………………………………………

 ………………………………………………………

Dated ………………………………………………………

It must clearly be shown whether the Person Quoting is a Limited Company, Statutory Corporation, Partnership, or Single Individual, trading in their own or another name, and also if the person signing is not the actual Tenderer, the capacity in which they sign or are employed.

**SECTION 11 – ARTICLES OF AGREEMENT**

This CONTRACT is made the day of 2021

Between Enquire Learning Trust, Unit 18 Appleton Court, Wakefield WF2 7AR and

(‘the Supplier’) of the other part

WHEREAS

1 ELT wishes to have provided the Products and Services set out in the Contract and has appointed the Supplier for the supplying the Services; and

2 The Supplier is willing to provide such Services in accordance with the provisions of the Contract.

NOW IT IS AGREED between ELT and the Supplier as follows:

1 The Contract constitutes the sole agreement between ELT and the Supplier for the provision of Services;

2 The Supplier shall provide the Services in accordance with the provisions of the Contract and to the satisfaction of ELT for the Contract Period.

IN WITNESS WHEREOF the parties hereto

SIGNED for and on behalf

of ELT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, name, address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED for and on behalf \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of the Supplier

In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, name, address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Do not complete and return this document. It will be required to be completed by the successful Supplier.***

**Enquire Learning Trust**

**SECTION 12 – FREEDOM OF INFORMATION DISCLOSURE FORM**

**Freedom of Information Act 2000: Information Disclosure Form**

**In response to: Provision of the Connect the Classroom programme**

ELT is committed to the principle of open procurement and may disclose, upon request, information that it considers to be in the public interest to disclose.

Please state below any information that you specifically do not wish ELT to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the contract etc.

Please note that ELT may still need to disclose such information if necessary to comply with its obligations under the Act and on behalf of its Academy clients.

I agree that information relating to this offer/contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

Signature ………………………………………………………

Position held ………………………………………………………

Name and Address of Contractor ………………………………………………………

 ………………………………………………………

Dated ………………………………………………………

*Note – You may adjust the size of the text boxes to suit your response.*

|  |  |  |
| --- | --- | --- |
| Information not for Disclosure | Reason for Non-Disclosure | Timescale |
|  |  |  |
|  |  |  |
|  |  |  |
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*Note – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.*

### **SECTION 13 – DATA PROTECTION POLICY AGREEMENT**

Contractors are required to declare that they will comply with the Data Protection Policy of the Contracting Authority as stipulated within the provisions of Section D Conditions of Contract, Sub-section F3 Data Protection as detailed below.

F3 **DATA PROTECTION**

The Contractor shall (and shall procure that any of its employees involved in the provision of its services) comply with any requirements under the Data Protection Act 1998 and in particular will observe the following:

F.3.1 **SECURITY OF INFORMATION PROVIDED**

Copies of all policies and procedures will be provided to ELT with regard to security of information on the following issues:

i) how information will be stored and how access will be obtained to electronic and non-electronic data;

ii) how access will be afforded to any systems in place involving access to information;

iii) details of any security arrangements in place where data protection issues will arise;

iv) the arrangements in place for the disposal of any information provided by ELT and its Academy clients including any back up data;

v) policies in place for dealing with computer viruses and firewalls;

vi) details of how data will be recovered should there be any system failure;

vii) details of any policy in place for remote access to information provided;

viii) any policy in place for monitoring actual or potential information technology security breaches; and

ix) should data need to be transferred between any authorised personnel entitled to see such data then the policies to safeguard secure transfer of the data needs to be provided.

F.3.2 a) In Awarding the Contract the Contractor agrees with ELT

 the selling or sharing of any information passed to the

 Contractor under this Contract is not permitted in any circumstances.

b) all data provided to the Contractor will always remain within the ownership of ELT and its Academy clients and must only be retained by the Contractor whilst the Contract is in place, and then must be destroyed or returned to ELT.

c) the use of data provided under the Contract must only be for the purpose

 of fulfilling the Contract and for no other reason.

d) under the Data Protection Act 1998 Principle 8 personal information must not be transferred to any other countries and must remain within the United Kingdom.

e) under the Data Protection Act 1998 Principle 7 the personal information must be kept secure and in this respect the policies referred to above under Security of Information must be provided to ELT before the Contract is awarded.

f) the Contractor will notify ELT in the event of any breach of the above provisions or the Data Protection Act 1998 generally where the breach concerns the data of ELT and its Academy clients.

**Declaration**

I/we confirm that we accept and comply with the above terms and conditions of the Contracting Authority in respect of Data Protection in accordance with the Data Protection Act 1998.

Signature ………………………………………………………

*Duly authorised agent of the Tenderer*

Position held ………………………………………………………

Name and Address of Tenderer ………………………………………………………

 ………………………………………………………

 ………………………………………………………

 ………………………………………………………

Dated ………………………………………………………

It must clearly be shown whether the Tenderer is a Limited Company, Statutory Corporation, Partnership, or Single Individual, trading in their own or another name, and also if the person signing is not the actual Tenderer, the capacity in which they sign or are employee

***Guidance on how to submit your bid***

**SECTION 14 - ELECTRONIC SUBMISSION INSTRUCTIONS**

1. All bids for this RFQ must be submitted via email to:

info@enquirelearningtrust.org

 Please ensure you have submitted well before the quotation return deadline to avoid any problems.

In the subject line please include the procurement reference as detailed on the front of this document.

1. Quotations must be submitted as per the details within this RFQ document on the DFE’s Cost Matrix for the sample school element, and as a separate quote for the provisional hardware requirements, along with a completed copy of this RFQ document and any associated requested documents stated within.

Extremely large files or submissions may be zipped for ease of uploading.

**APPENDIX A - HEALTH AND SAFETY POLICY GUIDANCE**

1. **Health and Safety Policies**

Any business employing **five** or more people has, by law, to prepare and bring to the attention of employees a written Health and Safety Policy Statement.

A Health and Safety Policy usually consists of three distinct sections namely:

***General Policy Statement*** – a short statement outlining the organisation’s commitment to Health and Safety ***signed and dated*** by the senior organisation official (for example, the Managing Director).

***Organisation*** – how the organisation addresses health and safety; lines of communication between managers and staff; and any specific duties/ responsibilities assigned within the organisation – this should be relatively straightforward for smaller organisations.

***Arrangements*** – the systems and procedures in place for ensuring employees’ health and safety at work.

The Health and Safety Commission have issued a guidance pamphlet – “Writing a Safety Policy Statement - Advice to Employers” (ref.HSC6) =- which is available from Health and Safety Executive, Baynards House, 1 Chepstow Place, London W2 4TF, or from local offices of the HSE.

**Appendix B Current List of ELT Academy Clients**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Hardwick Green Primary AcademyTithe Barn RoadStockton on TeesTS19 8WF01642 677968 | Eastfield Primary AcademyMargaret StreetImminghamDN40 1LD01469 572455 | Middlethorpe Primary AcademyHighthorpe CrescentCleethorpes North East LincolnshireDN35 9PY01472 698185 | Easterside Academy SchoolErith GroveMiddlesboroughTS4 3RG | Laceby Acres AcademySwiftsure CrescentGrimsby DN34 5QN01472 320601 |
| Humberston Cloverfields AcademySt Thomas CloseHumberstonGrimsby N E LincsDN36 4HS01472 500217 | Buckingham Primary AcademyBuckingham StreetHull HU8 8UG01482 328661 | Southcoates Primary AcademySouthcoates LaneHull HU9 3TW01482 701407 | Manchester Road PrimaryManchester RoadDroylsdenManchesterM43 6GD0161 3703079 | Linden Road Primary SchoolLinden RoadDentonManchesterM34 6EF0161 3200002 |
| Harrow Gate PrimaryPiper Knowle RoadStockton-on-TeesTS19 8DE01642 673984 | Welholme AcademyWelholme RoadGrimsbyDN32 9JD01472 329944 | Roseberry Primary AcademyRoseberry CrescentGreat AytonMiddlesbrough TS9 6EP01642 722883 | Elliston Primary AcademyElliston StreetCleethorpesDN35 7HT01472 235116 | Keelby Primary AcademyManor StreetKeelbyGrimsbyLincolnshireDN41 8EF01469 560366 |
| Yarm Primary AcademySpitalfieldsYarmClevelandTS15 9HF01642 782731 | Enfield Primary AcademyEnfield AvenueNew WalthamNorth East LincolnshireDN36 4RB01472 321434 | Springfield AcademySpringwood CrescentGrimsbySouth HumbersideDN33 3HG01472 230260 | Moorside Primary AcademyMarket StreetManchesterLancashireM43 7DA0161 3703614 | Oakfield PrimarySt Mary's RoadHydeCheshireSK14 4EZ0161 3683365 |
| Flowery Field PrimaryOff Old RoadHydeCheshireSK14 4SQ0161 3681466 | Godley PrimarySaint Johns DriveHydeSK14 2QB0161 368316 | East Whitby PrimaryWhitbyNorth YorkshireYO22 4HU01947 602202 | Bradley Green PrimaryBradley Green RoadHyde CheshireSK14 4NA0161 368 2166 | Dowson PrimaryMarlborough RoadHydeSK14 5HU0161 366 0177 |
| Stokesley Primary AcademyNo.5 SpringfieldStokesley North YorkshireTS9 5EW01642 711071 | Endeavour AcademyWalker LaneHyde SK14 5PL0161 3683366 | Stakesby Community Primary SchoolByland RoadWhitbyYO21 1HY01947 820231 | Rose Wood Primary SchoolThe GarthCoulby NewhamMiddlesboroughTS8 0UG01642 595353 | Oakdene Primary AcademyLow Grange AvenueBillinghamStockton-on-TeesTS23 3NR01642 560768 |

Highlighted yellow = Connect the Classroom eligible