

Legal Services Mini-tender for the Newcastle East mixed multi Academy Trust (NEAT)

1. General Requirements

Tenders are invited for the supply of legal advice to the Schools and Governing Bodies in connection with their proposal to convert each school to a new academy trust under the overall control of a new Mixed Multi Academy Trust. The proposed conversion date is 1st September 2016 and for the purposes of this exercise, Benfield School will be the lead school.

2. The Schools

The schools and their governing bodies involved in the conversion are Benfield School, Central Walker C of E, Tyneview, Walkergate and West Walker Primary Schools (together “the Schools”). The Schools are currently members of the Riverside Learning Trust, a foundation trust set up in 2014. Central Walker C of E Primary School is an associate member of the Trust, as it is a voluntary aided school under the Diocese of Durham and Newcastle. The various schools and governing bodies now wish to appoint a firm of legal advisors to provide legal services in relation to the academy conversion programme (the Service).

3. Submission of Tender

Benfield School **MUST** receive replies by the due date and time – **19th May, by 12.00p.m.** Replies should be sent by email to charles.turvill@benfield.newcastle.sch.uk Please submit any clarification regarding this tender by email as above before noon on the **16th May 2016**. Replies to clarifications from one tenderer will be shared with all.

4. Evaluation of Tenders

4.1 The Schools will accept the Tender which they consider to be the most economically advantageous.

4.2 It will take into account the Cost of providing the Service and a range of Quality considerations, fitness for purpose and any other factors relevant to the Service, its supply and any other requirements of the Specification.

4.3 **Tender Evaluation Weighting:**

Cost Basis as identified in section 4.4	30%
Quality Basis as identified in section 4.5	70%
Availability	Pass / Fail
Absence of Conflicts of Interest	Pass / Fail

Please specify any concerns regarding availability or conflict of interest within your tender response. If you fail to meet these requirements the Schools reserve the right to reject your tender submission.

4.4 **Cost Evaluation**

- 4.4.1 Capped Fee for the Service with priced assumptions
- 4.4.2 Outline what circumstances could lead to additional charges to the capped fee being incurred and how these charges would be determined.

4.5 **Quality Evaluation**

Tenderers are required to provide a method statement to demonstrate how they meet or intend to satisfy the following. (The response is to be no longer than the page length indicated below and be on A4 paper, font size Arial 11. Anything beyond that length will not be taken into consideration);

- 4.5.1 Demonstrate a knowledge and understanding of the academy conversion process and the standard form documentation as it pertains to the Schools. In addition, please demonstrate a knowledge of the following areas in relation to academy conversion: Foundation Trust and Voluntary Aided schools, BSF/PFI, SureStart, Third Party Occupiers, Grant Funding. You should also address trading and income generation issues as they pertain to Academy Trusts. (6 pages)
- 4.5.2 Demonstrate a track record of successfully advising multi-academy trusts on the conversion process. (1 page)
- 4.5.3 Satisfy the Schools that they are proposing a team that is suitably qualified and identify the specific members who will work closely with the Schools' team in the delivery of services. Please note we do not require

any curriculum vitae. (1 page)

4.5.4 Please also comment as appropriate on the viability of the proposed conversion date (1 page)

4.6 **Scoring**

The Schools will award a score to each tender response under the Quality Evaluation as per the methodology set out in the following table. Each tender response will be awarded a mark out of 10 (each tender response will not be weighted) which will contribute towards the overall 70% score.

No information supplied	0
Little evidence presented to suggest the applicant is able to comply with the minimum requirement of the contract	1 – 3
Some evidence presented to suggest compliance with minimum requirement of the contract	4 – 5
Adequate evidence presented to demonstrate compliance with minimum requirement of the contract	6 – 7
More than sufficient evidence presented to demonstrate compliance with minimum requirement of the contract	8 - 10

5. **Shortlisting and Presentations**

All tenders submitted by the due date and time will be evaluated by the selection panel and a shortlist of preferred providers will be identified. Those organisations shortlisted will be asked to give a short presentation of their proposal to the selection panel and answer questions in relation to the Service.

6. **Award of Contract**

- 6.1 The Schools reserve the right not to award the Contract to the lowest or any Tenderer, reserving also the right to accept the same in whole or in part.
- 6.2 Any acceptance of a Tender by the Schools shall be in writing and shall be communicated to the Tenderer. Upon acceptance the Contract shall thereby be constituted and become binding on both parties.

7. Timetable

Tender Issues	Tuesday 10 May 2016
Tender Returned	Thursday 19 May 2016, 12.00pm
Tender Evaluation and Shortlisting	Friday 20 May 2016
Presentations by Shortlisted Firms	Monday 23 May 2016 – from 1.00pm
Notification of Appointment	Tuesday 24 May 2016

We would expect the successful firm to be available for a first meeting on or before Friday 27th May to avoid any delay to starting the Service due to the Schools' half term holiday the following week.

The following declaration should be attached at the end of each tender but will not be included in the page count.

To The Schools

Having examined carefully and understood the Specification and any other documentation issued by the Schools in connection with this tender,

We

of

hereby offer to supply the Service at the prices and rates contained in the Pricing Schedule.

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

Unless and until a formal Contract is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us.

Signature

Duly authorised agent of the Tenderer

Position held

Name and Address of Tenderer

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Dated