



Invitation to Quote
Successful Future Partners
February to July 2017

2 February 2017

Dear Sir / Madam:

We kindly request you to submit your application to join our framework of Successful Future Partners and to work with Nacro.

This period of engagement is proposed as February to July 2017

Your response should include the following information:

- Details of relevant experience appropriate to the needs of Nacro and the activities and issues addressed;
- Details of any relevant services that may be appropriate to the needs of Nacro;

Proposals may be submitted on or before the **17 February 2017** (noon) via E- Mail, to Debbie.McIntosh@nacro.org.uk

It shall remain your responsibility to ensure that your response will reach the address above on or before the deadline. Responses received after the deadline indicated above, for whatever reason, may not be considered for evaluation.

Please take note of the following additional requirements and conditions pertaining to the supply of the above-mentioned good/s or services

Delivery Address	Please refer to Section 2 Nacro Headquarters 46 Loman Street, London SE1 0EH
Method of RFQ Submission:	ITQ – Successful Future Partners Submit your details and offer as an signed electronic file in .pdf format to Debbie.McIntosh@nacro.org.uk
Delivery Date	No later than noon on Monday 17th February 2017
Currency and tax	UK pound sterling net of VAT
Non-Disclosure	Contractor(s) will enter into a Confidentiality and Non-Disclosure agreement with Nacro as a condition of this Contract
Payment terms	30 days of receipt of a valid invoice
Conditions for release of payment	Services as per Contract deliverables
Evaluation Criteria	Shortlisting and Interview
Contact person at Nacro	Lisa Capper – Director, Principal

- a. Services proposed shall be reviewed based on completeness and compliance of the quotation with the minimum specifications or as described in the Terms of Reference / Scope of Work (TOR/SOW) above and or any other annexes providing details of Nacro's requirements
- b. The quotation that complies with all of the specifications (TOR evaluation criteria) and requirements and offers the lowest price shall be selected. Any offer that does not meet the requirements shall be rejected.
- c. Any Purchase Order / Contract that will be issued shall be subject to the General Terms and Conditions herein attached hereto.
- d. Nacro is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a quotation, regardless of the conduct or outcome of the selection process.
- e. Nacro reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for Nacro 's action. Nacro shall neither be obliged to award the contract to the lowest price offer.
- f. Nacro implements a zero tolerance on fraud and corrupt practices, and is committed to preventing, identifying and addressing all such acts and practices against Nacro, as well as third parties involved in Nacro activities

Yours sincerely



Rocco Zitola

Legal Manager

ANNEX 1

Section 1 - Introduction

Nacro, is a registered charity (Registered No. 226171) a company limited by guarantee (Registered No. 00203583) and a Registered Provider of Social Housing (Registered No. 4781)

Nacro, 'the social justice charity', is dedicated to reducing crime and reoffending in communities across England and Wales. We design and deliver programmes that equip people with the skills, advice, attitude and support they need to move their lives on and move away from crime. Our services include housing, education and training, substance misuse, offender management, a resettlement helpline and advice service and work with employers to help them recruit safely. We also work closely with government, public and private sector partners, using our experience on the ground to establish and pilot the best ways of reducing crime in local neighbourhoods, as well as using our knowledge of what works to reduce crime to help inform policy.

We design and deliver programmes that equip people with the knowledge, skills, advice, attitude and support they need to move their lives on and move away from crime. Our areas of work include:

- **Education:** we equip young people with the skills they need to get back into education, training or employment.
- **Housing:** we support young people, homeless people and offenders to find somewhere to live and to develop independent living skills.
- **Health:** we work with individuals and the community, offering interventions to people so they can not only recover from drug or alcohol dependence but also start to contribute actively and positively to the community.
- **Justice:** we work with offenders in the courts, in prisons and in the community, managing the offender journey in a way designed to minimise the risk of reoffending. We provide practical advice and support on resettlement matters to offenders, their families and practitioners; and also offer advice, training and consultancy on assessing risk and managing the recruitment and retention of staff with criminal convictions.

Nacro operates with an elected Council of Trustees who oversee and provide strategic direction. The Chief Executive officer leads an Executive Leadership Team (ELT) consisting of a Director of Finance and Corporate services, a Director of Housing, a Director of Human Resources and Organisational Development, Director of Health & Justice, and a Director of Education/Education Principal.

Section – 2 Requirements

Nacro -Successful Futures Partners - improving our education provision

The Nacro education business enjoys a turnover of circa £18m per annum. Our personalised technical and vocational courses provide young people with the skills they need to get into further education, training or employment. We also partner with employers to offer them enthusiastic, work-ready young people. Our Ofsted rating is 'Good' (Grade 2) and our core services consist of 18 further education and skills centres (age 14-19) across England. Recently, Nacro Education has diversified with the acquisition of a Further Education and Skills College in the South West (previously in Ofsted inadequate rating) and

the provision of educational services within secure custodial and mental health settings for school-aged young people and for those over the age of 16.

We are seeking experienced and innovative senior leader and/or inspectors who are able to provide an objective support and challenge function to our leaders but also have the capability to work strategically across the organisation. The ideal candidate will have experience of either working with or in FE Colleges, private training provision or secondary schools and be able to advise our multiple and diverse settings on strategies for success. The post holder will build capacity in our teams for leadership and delivery and leave a legacy of high standards and associated outcomes.

Leadership experience

- Experience of senior leadership in FE or secondary education and/or impactful consultancy experience
- Experience of system wide leadership
- Evidence of innovative and creative approaches to rapidly improve standards
- Excellent communication and interpersonal skills including working at a distance and remotely
- Excellent interpersonal skills and experience of delivering training or coaching

The work will involve collaborating with our senior leadership team on scrutiny and achievement of key performance indicators, and ensuring every young person can achieve their potential and progress on to further destinations. Our Partners will work with Centre leads, Trustees as well as corporate roles such as Head of learning and development and our specialist advisers. Interventions will include:

- Reviewing SAR and QIPS to ensure all delivery meets the needs of our client group and services are of highest quality and improving
- As part of a small group (Challenge and Intervention meeting), regularly monitoring progress against plans and ensuring rapid pace and improvements
- Reviewing identified areas of improvement and making practical recommendations for improvements to feed in to QIP
- Feeding back to and supporting leaders in making decisions and holding others to account at range of levels
- Reviewing evidence and designing interventions with leadership to ensure targets are met
- Preparing for the Quality Improvement Reviews

A range of day rates are available dependent on experience. Some national travel will be expected and should be included in the day rate.

The contract is for up to 10 days in this academic year. Centres are located in the South, Midlands and the North although remote working and central meetings in the Midlands or London are regularly arranged. We intend to match Partners to specific regions or institutions dependent on experience and interests.

Interviews to be held weeks of 7th, 13th and 20th February.

Please apply with CV and short covering letter stating why you are keen to be involved and what specific skills and experience you can offer, and names of two referees who can be contacted by telephone.

Annex 2

GENERAL TERMS AND CONDITIONS

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor and neither the Contractor, nor any subcontractor, nor any of their personnel shall be considered to be employees or agents of Nacro.

2. PAYMENT TERMS

(a) Nacro shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon the Nacro's acceptance of the work specified in the Contract.

(b) The prices shown in the Contract cannot be increased except by express written agreement by the Nacro. Nacro will not pay any charge for late payment unless expressly agreed to in writing.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

4. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to the Nacro in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect Nacro and shall fulfil its commitments with the fullest regard to the interests of the Nacro.

5. OFFICIALS NOT TO BENEFIT

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of Nacro. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

6. ASSIGNMENT AND INSOLVENCY

(a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the Nacro.

(b) Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, Nacro may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Contractor written notice of termination.

7. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval of Nacro for all subcontractor(s). Nacro's

approval of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense Nacro, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain all appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from the execution of the Contract.

(b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract.

(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:

- i. Name Nacro as additional beneficiary (additional insured);
- ii. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against Nacro;
- iii. Provide that Nacro shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- iv. The Contractor shall, upon request, provide the Agency with satisfactory evidence of insurance

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any office or on file with Nacro against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

11. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by Nacro shall rest with Nacro and any such equipment shall be returned to Nacro at the conclusion of the Contract or when no longer needed. Such equipment, when returned shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate Nacro for any damage or degradation of the equipment that is beyond normal wear and tear.

12. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the Contract.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

Except as otherwise expressly provided in the Contract Nacro shall be entitled to all intellectual property and other property rights, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced, prepared or collected in consequence or in the course of the execution of the Contract. At the request of the Agency, the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such proprietary rights and transferring them to the Agency in compliance with the requirements of the applicable law.

14. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from Nacro under the Contract shall be treated as confidential and shall be delivered only to Nacro's authorised officials on completion of the Work or as requested by Nacro.

(b) The Contractor may not communicate at any time to any other person, Government or authority external to Nacro, any information known to it by reason of its association with Nacro which has not been made public except with the authorisation of Nacro, nor shall the Contractor at any time use such information to its advantage. These obligations do not lapse upon termination of the Contract.

15. PUBLICITY

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of Nacro, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of Nacro or any abbreviation of the name in connection with its business or otherwise, without the prior written approval by Nacro.

16. FORCE MAJEURE

(a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.

(b) In the event of or as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to Nacro of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify Nacro of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Contractor's performance under the Contract. Upon receipt of the notice required under this Article, Nacro shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(c) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Agency shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 17 (“Termination”) of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

17. TERMINATION

(a) Nacro may terminate the Contract in whole or in part, and at any time, upon thirty (30) days’ notice of termination to the Contractor. The initiation of arbitral proceedings in accordance with Article 18 (“Settlement of Disputes”) of these General Terms and Conditions, shall not be deemed a termination of the Contract.

(b) In the event of termination by Nacro, no payment shall be due from Nacro to the Contractor except for work and services satisfactorily performed in accordance with the express terms of the Contract.

(d) Should the Contractor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, Nacro may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Contractor shall immediately inform Nacro of the occurrence of any of the above events.

18. SETTLEMENT OF DISPUTES

(a) The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

(b) Any dispute, controversy or claim that is not settled under the preceding paragraph, shall be referred to arbitration in accordance with the CEDR arbitration rules as at present in force.

Annex 3

RESPONSE

Please apply with CV and short covering letter stating why you are keen to be involved and what specific skills and experience you can offer, and names of 2 referees who can be contacted by telephone

Please outline your day rate/proposed fee structure