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**Suffolk County Council**

**Invitation to Quote**

**Our Reference – CD1177**

**BEE Anglia Customer Relationship Management system**

|  |  |
| --- | --- |
| **SCC Person dealing with this process** | David Walton |
| **Contact details** | Telephone 07894 251396  e-mail address [david.walton@suffolk.gov.uk](mailto:david.walton@suffolk.gov.uk)  All correspondence should be communicated via the Suffolk Sourcing e-Tendering System at [www.suffolksourcing.co.uk](http://www.suffolksourcing.co.uk) using the tender clarification function before 12:00 midday 6th July 2016 |

|  |  |
| --- | --- |
| **Quotations Return Date and Time** | ***17:00 13th July 2016*** |
| **Quotations should be returned to** | Electronically via:  *The Suffolk Sourcing e-Tendering System at* [*www.suffolksourcing.co.uk*](http://www.suffolksourcing.co.uk) |
| **How to return a Quotation, or**  **raise a quotation clarification request** | Instructions for using the Suffolk Sourcing system can be found by clicking on the “User Guides” link on the Suffolk Sourcing Home Page. Please ensure that you read these instructions before requesting a tender clarification or submitting a bid. In particular, please see the following procedures:   1. ET907 Request & View Tender Clarifications 2. ET915D Submitting a Tender (Express Post box method)   If you require further assistance at any stage, click on the “Contact Us” button on the Suffolk Sourcing Home Page |

Suffolk County Council (“the Council” “we” or “us”) is inviting Quotes for the supply / provision of **BEE Anglia - Communications Strategy & Branding**

This Invitation document explains what “the Organisation” or “you” must do to complete this bid and how we will assess your response.

Please read this document carefully and follow the instructions. It contains details of the information you must submit to us in order for your bid to be considered further.

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# Information for Tenderers

**1.1 Important Notices**

The contents of this Invitation to Quote (“ITQ”) and of any other documentation sent to you in respect of this procurement process remain the property of the Council and must be treated as confidential.

Bidders are advised that from 1st January 2011, the Council is required to publish ‘in-full’, all new tenders / contracts and all expenditure details where expenditure is greater than £500.00. In responding to this Invitation the Bidder acknowledges that in the event of their bid being accepted by the Council, the resulting contract may be published on-line by the Council (and open for public view).  Only limited exceptions to this will apply where non-disclosure is, in the Council’s view, justified in order to ensure compliance with the law, for example, the Data Protection Act 1998.

You must not undertake publicity activities with any part of the media in relation to the Contract or this procurement process without the prior written agreement of the Council.

The Council does not make any binding commitment to external parties about the conduct of procurement exercises, other than to abide by its statutory and common law obligations. The Council, in seeking quotations or inviting participation in a tendering exercise, does not offer to enter into and contract with any potential or actual Tenderer regulating the conduct of the quotation or tendering exercise, nor will it accept any offer from any potential or actual bidder to enter into any such contract.

In seeking quotations or inviting tenders, the Council is not making an offer to enter into any contract for the supply of goods, services or works and does not bind itself to accept any offer it receives.

The Council reserves the right to abandon the procurement exercise at any time provided we notify bidders with reasons.

You must bear your own costs of tendering for the Contract whether or not you are successful and whether or not the Contract proceeds to award. The Council reserves the right to cancel the procurement process at any point. The Council shall not be liable for any costs resulting from any cancellation of this process nor for any other costs incurred by those bidding for this Contract.

The Council is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”). The Council may therefore be obliged to disclose information forming part of your bid or contract to anyone who makes a request. The Council may also publish information given to it by you in the Council’s publication scheme, as required by FOIA. If you consider that any of the information submitted during this procurement process is exempt from disclosure under FOIA, then you must make it clear in writing at the time the information is supplied to the Council together with an explanation of why it is considered that the exemption applies.

The Council undertakes its procurement in compliance with relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2006.

**1.2 Equality and Diversity**

As part of the Equality Act 2010, Suffolk County Council is committed to providing services that are fair and accessible for everyone.

We also have a responsibility to ensure that our partners, companies and organisations we commission, to provide services on our behalf, take the same positive approach to equality.

In line with the Equality Act’s (specific duties) Regulations 2011, Suffolk County Councils equality objectives aim to

* Eliminate unlawful discrimination, harassment and victimisation
* Advance equality between everybody
* Foster good relations between communities, tackling prejudice and promoting understanding.

The Act further explains that having due regard for advancing equality involves:

* Removing or minimising disadvantages suffered by people due to their protected characteristics.
* Taking steps to meet the needs of people from protected groups where these are different from the needs of other people.
* Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.

Therefore, it is important that all organisations that deliver services on behalf of Suffolk County Council actively promote the above equality objectives

Note:

The Equality Act 2010 defines, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, and pregnancy and maternity as ‘protected characteristics'

# 2. About your Organisation

**2.1 Your Organisation Details**

Details about your organisation will be extracted from the details you have registered on the Suffolk Sourcing System. Please ensure the details relating to your organisation are up-to-date on the system.

**2.2 Working in Partnership / Sub Contracting**

We welcome bids from organisations prepared to work collaboratively, who wish to establish sub-contracts or who have established legal partnerships as defined in the Partnerships Act 1890. However, we can only contract with a single organisation who must act as the ‘Lead Organisation’ on behalf of all other members of the consortium. This means that the Lead Organisation takes responsibility for full performance of the contract.

You must identify in your quotation any other organisations who will be involved in the provision of the goods or services together with their intended role in the contract and their intended relationship with you as the Lead Organisation and the other members of your consortium should your bid be successful.

# How to complete this Invitation

* 1. **The things you need to know**

The timetable for this procurement is

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue of Invitation to Quote | ***29th June 2016*** |
| Deadline for Receipt of any questions, including any proposed changes to the Terms and Conditions issued. | ***12:00 midday 6th July 2016*** |
| Deadline for our response to Bidders Questions | ***7th July 2016*** |
| Submission of Bids | ***17:00 13th July 2016*** |
| Evaluation of Bids | ***14th July 2016*** |
| Bid Clarification | ***14th July 2016*** |
| Notification of result of evaluation | ***15th July 2016*** |
| Contract commencement | ***20th July 2016*** |

We have a number of policies that apply to this quotation. These have been incorporated within our Contract Conditions and Specification. You can view our policies on-line at <http://www.suffolk.gov.uk/>

The Terms and Conditions of Contract that apply to any resultant agreement between us are included at Appendix B (Terms and Conditions of Contract). These Conditions, the Pricing Schedule and any Appendices to the Conditions will form the contract.

You may ask questions to clarify your understanding of this document, our Specification, the Conditions of Contract or the procurement process. Your questions must be submitted to us no later than the date mentioned above. We reserve the right to issue a copy of our response to all bidders where we consider it is appropriate to do so to ensure all bidders are treated equally.

**3.2 How to respond to this Invitation to Quote**

You can now complete the rest of the ITQ including:

* Your response to the Mandatory Standards
* Details of your pricing
* Your response to our Evaluation Criteria  
  .

Please do not make any qualifications to your offer. Any such clarifications may mean that we are unable to consider your bid further.

Once you have checked your document for accuracy and are satisfied that you have responded fully to all of the evaluation criteria and provided any additional material asked for, you should then read the Declaration (the last page of this document). By submitting your tender response electronically via the Suffolk Sourcing System you agree to be bound by the terms and conditions of this Invitation, the Contract, Specification and any Appendices thereto.

**3.3 The information you must supply**

You must ensure that all information provided by your organisation is done so electronically through the Suffolk Sourcing system. We will not accept any information that is returned outside of the system unless specifically asked for.

Your bid must be returned no later than the date and time stated on the front sheet. Bids received after this date, may be returned without further consideration.

**Checklist for Tenderers**

Failure to provide / complete all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

|  |  |  |
| --- | --- | --- |
| **No** | **Item** | **Page Number** |
| 4.3 | Response to Questions for Evaluating Quality | 9-10 |
| Schedule 2 | Pricing Schedule | 37 |

# How we assess your response

**4.1 Our evaluation process**

The evaluation is undertaken by a panel of officers and is broken down into two parts:

* An evaluation of the financial proposal (your cost and finance proposals); and,
* An evaluation of the qualitative proposal (mainly your responses to questions and where appropriate, the staff involved in the service delivery)

The high level weightings of value for money for this ITQ are:

* + Price 30.00%
  + Quality 70.00%

When we undertake our evaluation, we will assess how well you satisfy each of the criteria we have determined as being important for successful delivery of this contract. If we are unsure about any of the responses you have given, we will seek clarification from you.

The method(s) used to evaluate the qualitative criteria of your bid is/are detailed in the following paragraphs and within Appendix A (Evaluation Model) This Appendix shows how the high level weightings are broken down and identifies the individual criteria that you will be assessed against.

Unless otherwise stated in this document, your bid will be assessed using the scoring mechanism below:

|  |  |
| --- | --- |
| Score | Meaning |
| 5 Points | Outstanding response covers all areas expected with strong evidence and relevant ideas not previously known/thought of which will enhance the service provided. |
| 4 Points | Excellent response  Demonstrates a thorough understanding of the requirements. Gives real confidence that the supplier will add value with excellent understanding/knowledge, skills, resource and/or quality measures. Response includes strong evidence. |
| 3 Points | Good response  Demonstrates a sound understanding of the requirements. Gives confidence that the relevant understanding/knowledge, skills, resource and/or quality measures will be available.  Response includes appropriate evidence. |
| 2 Points | Acceptable response.  Demonstrates some understanding/knowledge of requirements and ability to deliver; provides some confidence that relevant understanding/knowledge, skills, resource and/or quality measures will be available. Response includes some evidence |
| 1 Point | Less than satisfactory response.  Reservations of the Tenderer’s ability, Understanding / knowledge, skills, resource or quality measures appropriate to deliver the requirement; little or no evidence to support the response. |
| 0 Points | Failed to answer the question appropriately.  A detrimental response – lacks convincing evidence of ability to meet the requirements; The response to the question gives no confidence of the tenderer’s ability to satisfy the requirement. |

**4.2 Charges evaluation**

The assessment of charges will be based on the service provider’s bid within the Schedule 2 of the formal agreement. Value will be measured by the price quoted for the work.

The price quoted will be entered into the model alongside those from all of the submissions. The lowest price will receive the maximum percentage score available.

* The percentage score for remaining tenderers will be calculated using the following formula:
* *Percentage Available (20%) x (Lowest price/Your price)*

All costs are to include all travel and expenses (although it is expected that these will be kept to a minimum), a training session for users at point of delivery of final package (which can be telephone / web-based) and a reasonable provision (to a stated maximum limit) for ad-hoc telephone support once the package is operational.

Any bids in excess of £10,000 will be deemed invalid and will not be considered for evaluation.

An example of the charges evaluation model is shown at Appendix A. It is important to note that the values shown in this example are purely for illustrative purposes and should not be taken as indicative of the sorts of values the Council anticipates will be tendered.

**4.3 Evaluating Quality of Service**

* + 1. **Please describe how you would meet the Aims & Scope of the contract. – 22%**

This should demonstrate an understanding of the project aims, include a fully costed and itemised quote for delivery, and also demonstrate excellent value for the funds required.

The submission should make a clear case for your ability to deliver a CRM which will have the functionality required to meet the requirements of this specification.

Your response to this question is to be a maximum of 3 sides of A4 in Arial font 11. Any information provided which exceeds this page limit will not be considered for evaluation.

* + 1. **Please demonstrate how you will be able to meet the timescales provided. - 18%**

This should set out your timetable for delivery. The package should be operational by 30 September 2016.

Your response to this question is to be a maximum of 2 sides of A4 in Arial font 11, including any charts. Any information provided which exceeds this page limit will not be considered for evaluation.

* + 1. **Please describe how you are best placed to support BEE Anglia to manage its customer and Delivery Partner interactions – 22%**

Please provide details of any relevant experience. Please also include a profile of the individual who will lead on the work.

Your response to this question is to be maximum of 2 sides of A4 in Arial font 11. Any information provided which exceeds this page limit will not be considered for evaluation.

* + 1. **Please describe how your business operations demonstrate consideration for environmental concerns.** – **8%**

Accreditations or external assessments will be particularly relevant.

Your response to this question is to be a maximum of 1 side of A4 in Arial font 11. Any information provided which exceeds this page limit will not be considered for evaluation.

## Appendix A (Evaluation Models)





Dated

1. **Suffolk County Council**

**-and-**

**(2)** **[The Contractor]**

**AGREEMENT**

relating to the provision of

*BEE Anglia –* ***Customer Relationship Management System***

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29 Termination on Insolvency

30 Termination on Default

31 Not Used

32 Consequences of Termination

33 Not Used

34 Governing Law

35 Dispute/Resolution

36 Not Used

**SCHEDULES**

1. Specification Schedule
2. Pricing Schedule
3. Monitoring Schedule
4. Method Statements & Clarifications Schedule

**THIS AGREEMENT** is made on

**BETWEEN**

1. **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich Suffolk, IP1 2BX(referred to in this Agreement as ”We” or “Us” or “Our”); and

1. **[Contractor] LIMITED** (company registered number ) whose registered office is at referred to in this Agreement as “You” or “Your”)

(each a “Party” and together “the Parties”)

**RECITALS:**

(A) We [recite power used & service to be delivered]

(B) It is agreed that You will provide the Services in the manner and on the terms set out in this Agreement.

(C) The Open Quotation procurement process is to be used for this requirement.

**OPERATIVE PROVISIONS:**

**1. Definitions and Interpretations**

1.1 In the Agreement unless the context otherwise requires the following terms have the meanings given to them below:

“Agreement” means this agreement between Us and You consisting of these clauses and any attached Schedules, the Invitation to Tender, Your Tender and any other documents (or parts thereof) specified by Us and, where used, any Purchase Order.

“Commencement Date” means the date of the Agreement

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that would appear to a reasonable person to be confidential in nature (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

“Customer” means a customer of Our services.

“Data Quality Policy” means Our policy on the quality of data provided to Us as updated from time to time, a copy of which may be found on Our external website.

“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its Staff, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

“Disclosure and Barring Service (DBS)” The DBS was established under the Protection of Freedoms Act 2012 and carries out the functions previously undertaken by the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA).

“Environmental Information Regulations” means the Environmental Information Regulations 2004.

“Expiry Date” means payment of the final invoice for completion of the services.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

“Future Service Provider**”** means any third party engaged by Us to perform any service equivalent or substantially similar to the Services after expiry or earlier termination of this Agreement.

“Information” has the meaning given under section 84 of the Freedom of Information Act 2000.

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Invitation to Tender” means the invitation for contractors to bid for the Services required by Us.

“Laws” means any applicable Acts of Parliament, sub-ordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community rights within the meaning of Section 2 of the European Communities Act 1972, bye-laws, regulatory policies, guidance or industry codes, judgements of a relevant court of law, or directives or requirements of any Regulatory Body with which You are bound to comply.

“Price” means the price (exclusive of any applicable Tax) payable to You by Us under the Agreement, as set out in the Pricing Schedule, for the full and proper performance by You of Your obligations under the Agreement.

“Purchase Order” means an instruction provided by Us to deliver any of the Services in accordance with the terms of this Agreement and including information (where relevant and consistent with the Specification) regarding the Services and the location at which they are to be provided.

“Schedule” means a schedule attached to the Agreement.

“Services” means the services to be provided as specified in the Specification.

“Specification” means the description of the Services to be provided under the Agreement and attached as the Specification Schedule.

“Staff” means all persons employed by You to perform the Agreement together with the persons employed by any agents or sub-contractors used in the performance of the Agreement.

“Tax” means value added tax.

“Tender” means Your response to the Invitation to Tender (as subsequently clarified in [set out details or delete as applicable].

“Term” means the initial term and any Extension.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

* 1. In the Agreement except where it is not consistent with the context:

1. the terms and expressions set out in clause 1.1 have the meanings set out in clause 1.1;
2. words in the singular meaning include the plural meaning and vice versa;
3. words in the masculine include the feminine and the neuter;
4. reference to a clause is a reference to the whole of that clause unless stated otherwise;
5. references to any statute, enactment, order, regulation or other similar instrument will be interpreted as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted (whether before or after the Commencement Date) by any subsequent enactment, modification, order, regulation or instrument and includes any regulations or guidance issued there under;
6. headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement.

**2 Term**

2.1 The Agreement will commence on the Commencement Date and end automatically on the Expiry Date, unless it is terminated or extended in accordance with the Agreement, or the common law.

**3 Entire Agreement**

3.1 The Agreement constitutes the entire agreement between the Parties relating to the provision of the Services. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral. This clause does not exclude liability in respect of any fraudulent misrepresentation.

**4 Notices**

4.1 If either Party wishes to give a notice to the other it must be given by letter (sent by hand, post, registered post or by the recorded delivery service) and sent to the address for the receiving Party which is set out at the start of this Agreement. Provided the relevant communication is not returned as undelivered, the notice or communication will be deemed to have been given 2 Working Days after the day on which the letter was posted, or sooner where the other Party acknowledges receipt of the letter.

4.2 Either Party may change its address for service by serving a notice in accordance with this clause.

**5 The Services**

5.1 You must provide the Services in accordance with Our requirements as set out in the Specification, the terms of the Agreement and any Purchase Order issued by Us.

**6 Standard of the Services**

6.1 You must perform the Services with reasonable care and skill and in accordance with good industry practice.

6.2 You must ensure that all Staff (be they Yours or those of any sub-contractor or agent) used in the performance of the Services are appropriately qualified and possess the skills and experience necessary for the proper performance of the Services.

6.3 You must appoint a person to manage the Agreement on Your behalf and You must notify Us of the name of this person.

**7 Not Used**

**8 Payment**

8.1In return for the performance of Your obligations under the Agreement, and on receipt of a valid invoice, We agree to pay You the Price in accordance with the provisions of the Pricing Schedule, clause 8 and any Purchase Order issued by Us.

8.2 We shall pay all sums due to You under this Agreement within 30 days of receipt of a valid undisputed invoice.

8.3 Invoices must contain a detailed breakdown of the Services and must be supported by any other documentation reasonably required by Us to substantiate the invoice.

8.4 We shall consider and verify invoices in a timely fashion and undue delay on Our part in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed.

8.5 Where You enter into a sub-contract with a supplier or contractor for the purpose of performing Your obligations under the Agreement, You shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by You to the sub-contractor within a specified period not exceeding 30 days from the Receipt of a valid undisputed invoice and that terms to the same effect as clauses 8.2 and 8.4 are also included in any such sub-contract. In addition, You shall ensure that the terms of any such sub-contract require the sub-contractor to include provisions to the same effect as clauses 8.2 and 8.4 in any sub-contract which the sub-contractor in turn awards.

8.6 You shall add VAT to the Price at the prevailing rate as applicable.

8.7 We may reduce payment (acting reasonably) in respect of any Services which You have either failed to provide or have provided inadequately, (without prejudice to any other rights or remedies We may have.) Where any payment of the Price is reduced in accordance with this clause 8.8 We will pay any undisputed element of the Price promptly and within normal payment terms

8.8 In the event of a delay or default by Us in making payment of an undisputed element of the Price, You shall be entitled to interest on such element of the Price in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

8.9 You must not suspend the supply of the Services unless You are entitled to terminate the Agreement for failure to pay any undisputed Price.

Independent Contractors

8.10 Your relationship with Us is that of an independent contractor and nothing in this agreement will make You (if You are an individual) Our employee, worker, agent or partner and You must not hold Yourself out as such.

8.11 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly You agree that You are fully responsible and that You will indemnify Us in respect of:

8.11.1 Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services where recovery is not prohibited by law. You also agree to indemnify Us against all reasonable costs, expenses and any penalty, fine or any interests incurred or payable by Us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the later arises out of Our negligence or wilful default.

8.11.2 Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You arising out of or in connection with the provision of the Services.

8.12 You are required to provide Us with evidence of your ‘Self-Employed’ status and this will be in the form of Your confirmation letter of registration with HM Revenue and Customs.

**9 Recovery of Sums Due**

9.1 We may deduct any overpayment by Us to You, from any sum due or may (at Our discretion) require You to repay the overpayment (without any deduction whether by way of set-off, counterclaim, discount, abatement) within 28 days of notice from Us requesting repayment. If You default in repayment the sum of money will be recoverable by Us from You as a debt.

**10 Price Variation**

10.1 The Price shall remain fixed for the duration of the Agreement

**11 Complying with Statutory Requirements**

11.1 You must at all times comply with all applicable Laws when performing the Services and You must ensure that any sub-contractor or agent used by You also complies with such Laws. You must indemnify Us against any claims made as a result of Your failure to comply with these obligations.

**12 Prevention of Corruption**

12.1 You shall not offer or give, or agree to give, to Us or any other public body or any person employed by or on behalf of Us or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with Us or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. Your attention is drawn to the criminal offences under the Bribery Act 2010.

12.2 You warrant that You have not paid commission or agreed to pay commission to Us or any other public body or any person employed by or on behalf of Us or any other public body in connection with the Agreement.

12.3 Where You or Your Staff or anyone acting on Your behalf, engages in conduct prohibited by clauses 12.1 or 12.2, We shall have the right to:

1. terminate the Agreement and recover from You the amount of any loss suffered by Us resulting from the termination, including the cost reasonably incurred by Us of making other arrangements for the supply of the Services and any additional expenditure incurred by Us throughout the remainder of the Agreement Period; or
2. recover in full from You any other loss sustained by Us in consequence of any breach of those clauses.

**12A Prevention of Fraud**

12A.1 You shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and You (including Your shareholders, members and directors) in connection with the receipt of monies from Us.

12A.2 You shall notify Us immediately if You have reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

12A.3 If You or Your Staff commit Fraud in relation to this or any other contract with Us or with any other Contracting Authority We shall have the right to:

1. terminate the Agreement and recover from You the amount of any loss suffered by Us resulting from the termination, including the cost reasonably incurred by Us of making other arrangements for the supply of the Services and any additional expenditure incurred by Us throughout the remainder of the Contract Period; or
2. recover in full from You any other loss sustained by Us in consequence of any breach of this clause.

**13 Equality and Diversity**

13.1 You must not, and must ensure that any sub-contractor or agent does not, unlawfully discriminate against any Customer or member of Staff.

13.2 You must have in place and must ensure that any sub-contractor or agent has in place appropriate policies in connection with equal opportunities and You must supply Us with copies of these policies within 7 days of written request by Us.

13.3 You must comply with the Human Rights Act 1998 as if You were a public body to which the Act applies and You must ensure that any sub-contractor or agent does the same.

**14 The Contracts (Rights of Third Parties) Act 1999**

14.1 No person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either Us or You) will have any right to enforce any term of the Agreement.

**15 Not Used**

1. **Health and Safety**
   1. You must comply with and must ensure that Your sub-contractors and agents comply with all applicable Laws including but not limited to the Health and Safety At Work etc Act 1974 and the requirements of statutory or regulatory authorities concerning works and fire prevention and You must comply with Your Health & Safety Policy, procedures and associated documentation and must ensure that Your sub-contractors and agents also comply with their health and safety policies.
   2. You must retain, and must ensure that any sub-contractor or agent retains records relating to health and safety at work where there is a strict liability to so maintain such records by Law and You must, if requested by Us, provide copies to Us of all certificates, approvals, records and/or other documents.

**17 Not Used**

**18 Data Protection Act**

18.1 You must (and must ensure that any of Your Staff and any sub-contractor or agent and their staff involved in the provision of the Agreement) comply with the Data Protection Act 1998 (“DPA”) and You must provide Us with such information as We may reasonably require to satisfy Us that You and/or any sub-contractor/agent are complying with Your/their obligations under the DPA. The provisions of this clause will apply during the period of the Agreement and indefinitely after its expiry or termination.

**19 Confidentiality**

19.1 Each Party must (and must ensure that any Staff, sub-contractors and agents must) treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly and not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

19.2 The provisions of clause 19.1 shall not apply to any Confidential Information received by one Party from the other:

1. which is or becomes public knowledge (otherwise than by breach of this clause);

(b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) which is received from a third party who lawfully acquired it and who is under no obligation regarding its disclosure;

(d) is independently developed without access to the Confidential Information; or

(e) which must be disclosed because of a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.

**19A Not Used**

**20 Freedom of Information**

20.1 You acknowledge that We are subject to the requirements of the FOIA and the Environmental Information Regulations and You agree to assist and cooperate with Us (at Your expense) to enable Us to comply with these information disclosure requirements.

**21 Intellectual Property Rights**

21.1 All Intellectual Property Rights in any specifications, instructions, documents, records, plans, data, drawings, databases, patents, patterns, models, designs or other material:

(a) made available to You by Us will remain Our property and You must return them to Us at the end of the Agreement;

(b) prepared by You or for You to use in the performance of the Agreement will belong to Us and You and Your sub-contractors, agents and Staff must not, (except when necessary to perform the Agreement) without Our prior approval, use any such Intellectual Property Rights, or any other information which You or they may obtain in performing the Agreement unless the information is already in the public domain.

21.2 Before using any material, which is or may be subject to any third party Intellectual Property Rights, You must ensure that the owner of the rights grants to Us a non-exclusive, royalty free, irrevocable, transferable licence or sub-licence (as applicable), to use, reproduce, and maintain the material.

21.3 It is a condition of the Agreement that the Services will not infringe any Intellectual Property Rights of any third party and You must during and after the Term on written demand indemnify Us and keep Us indemnified against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which We may suffer or incur as a result of or in connection with any breach of this clause.

21.4 The provisions of this clause will apply throughout the Term and indefinitely after its expiry or termination.

**22 Assignment and Sub-Contracting**

22.1 Subject to clause 22.2 below neither Party may assign, sub-contract or in any other way dispose of the Agreement or any part of it without prior written approval from the other Party, such consent not be unreasonably refused or delayed. Sub-contracting any part of the Agreement will not relieve You of any obligation or duty attributable to You under the Agreement. The names, contact details and legal representatives of any approved sub-contractors are set out at Schedule [ ]. You must notify Us of any proposals to change these details

22.2 You agree that We are permitted to assign or novate this Agreement, in whole or in part, to any statutory successor of any part of Our functions connected with the Services and You agree to co-operate with Us and Our successors to facilitate the transfer (by assignment, novation or otherwise) of this Agreement to such successors.

**23 Waiver**

23.1 The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise any right or remedy will not constitute a waiver of that right or remedy and will not cause a reduction of the obligations established by the Agreement.

1. **Variation** 
   1. No variation of this Agreement will be valid unless agreed in writing by authorised representatives of the Parties.

**25 Severability**

25.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions of the Agreement will continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

**26 Remedies Cumulative**

26.1 Except as otherwise expressly provided by the Agreement, remedies available to either Party for breach of the Agreement are cumulative and may be exercised at the same time or separately, and the use of one remedy will not exclude the use of any other remedy.

**27 Monitoring Performance**

27.1 You must comply with the monitoring arrangements set out in the Monitoring Schedule and provide such data and information as You may be required to produce under the Agreement.

27.2You must provide any data required by Us under clause 27.1 in accordance with Our Data Quality Policy.

**28 Indemnity and Insurance**

28.1 From the Commencement Date You must put in place (and You must ensure that Your sub-contractors and agents also put in place) with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by You or the sub-contractor or agent (as applicable), arising out of Your or the sub-contractor’s or agent’s performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. You must have in place public liability insurance for not less than £2 million per claim and You must ensure that Your sub-contractors and agents also have such insurance.

28.2 You must hold employer’s liability insurance in respect of employed Staff in the sum of £5 million per claim or in accordance with any legal minimum for the time being in force (whichever is the greater) and must ensure that any sub-contractor or agent holds such insurance in respect of its Staff.

28.3 You must produce to Us on request, copies of all insurance policies referred to in this clause or a signed broker’s letter of verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

28.4 If, for whatever reason, You fail to put in place and maintain or ensure that the sub-contractor or agent puts in place and maintains the insurances required by the Agreement We may make alternative arrangements to protect Our interests and may recover the costs of such arrangements from You.

* 1. Without prejudice to any other indemnity given in this Agreement, You must indemnify Us against any and all claims, actions, proceedings, demands, liabilities, costs and expenses in connection with the Services which arise as a result of any act, neglect or default by You or any Staff, agents or sub-contractors.

28.6 You must effect from the Commencement Date and maintain with a reputable insurance and must ensure that any sub-contractor also so effects a policy of professional indemnity insurance in an amount not less than £500,000 per claim.

**29 Termination on Insolvency and in connection with public contracts requirements**

29.1 Without prejudice to any other right or remedy, We may terminate the Agreement by notice in writing with immediate effect:

(a) If You are involved in any legal proceedings concerning solvency or cease trading or commit an act of bankruptcy or are adjudicated bankrupt or enter into liquidation whether compulsory of voluntary other than for the purposes of an amalgamation or reconstruction or make an arrangement with Your creditors or petition for an administration order or have a receiver or manager appointed over all or any part of Your assets or generally become unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 or similar circum­stances occur in any other jurisdiction.

:

(b) If You, being an individual, die or You are found to lack capacity in connection with the management of Your affairs under the Mental Capacity Act 2005.

29.2 We may terminate the Agreement by 4 weeks’ written notice to You where:

29.2.1 the Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015;

29.2.2 You have, at the time this Agreement was awarded to You, been in one of the situations referred to in regulation 57(1) of the Public Contracts Regulation s2015, including as a result of the regulation 57(2) and should therefore have been excluded from the procurement procedure leading up to this Agreement;

29.2.3 this Agreement should not have been awarded to You in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

**30 Termination on Default**

30.1 Without prejudice to any other right or remedy, either Party may by written notice to the other Party and with immediate effect terminate the Agreement, if either Party commits a material Default and if:

(a) the material Default has not been remedied to the innocent Party’s reasonable satisfaction within 20 Working Days, or such other reasonable period as may be specified, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the material Default is not capable of remedy; or

(c) the material Default is a fundamental breach of the Agreement.

30.2 Your right of termination under clause 31.1 shall not apply to non payment of

the Price where such non payment is due to Us exercising Our rights of deduction

or set off.

**31 Not Used**

**32 Consequences of Termination**

32.1 Where We terminate the Agreement under clause 29 or 30 and then make other arrangements for the provision of Services, We will be entitled to recover from You the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term. We must take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated by Us under clause 29 or 30, no further payments will be payable by Us to You until We have established the final cost of making those other arrangements.

32.2 Termination or expiry of the Agreement will be without prejudice to any rights and remedies which either Party has accrued before such termination or expiry and nothing in the Agreement will prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

**33 Not Used**

**34 Governing Law**

34.1 The Agreement will be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.

**35 Dispute Resolution**

35.1 The Parties agree to attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute. Such efforts must involve the escalation of the dispute to the Service Director (or equivalent) of each Party.

35.2 If the dispute cannot be resolved by the Parties pursuant to clause 35.1 the dispute may be referred to mediation by the Centre for Effective Dispute Resolution (“CEDR”) using CEDR’s model procedure then in place.

35.3 The performance of the Agreement must not be suspended, cease or be delayed by the reference of a dispute to mediation. And nothing in this clause 35 prevents either Party from taking any action under the Agreement or at common law or from referring the matter to litigation.

**36 Not Used**

**IN WITNESS** of which this Agreement has been duly executed by the parties.

**SIGNED** for and on behalf of **Suffolk SIGNED** for and on behalf of

**County Council** **[Contractor]**

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

Name ....................................................... Name.................................................

Position ................................................... Position.............................................

***Schedule 1 – Specification Schedule***

**BEE Anglia – Specification**

BEE Anglia will drive growth in the low carbon economy by supporting eligible SMEs to implement business energy efficiency initiatives through a single point of contact, tailored to business need.

Beneficiaries will deliver energy efficiency savings, reduce carbon emissions and realise the associated business benefits: reduced operating costs; competitiveness; business growth; resilience.

We will deliver:

* 1,000 on-site audits
* Grant support to 275 SMEs enabling them to take identified actions forward, unlocking £3.18mn of private investment
* 500 SMEs gaining an environmental accreditation
* Specialist technical consultancy
* Energy efficiency leadership programme
* A minimum 1,900 tonnes of annual CO2 reductions.

Delivered across the counties of Norfolk and Suffolk, the project is led by Suffolk County Council (SCC) and is being delivered by a partnership between SCC, Norfolk County Council, Groundwork Suffolk (audit delivery) and the Enterprise Agency Nwes (grant delivery). It is delivered with the support of the European Regional Development Fund.

**Our requirement.**

Our delivery schedule for the audits and grants is as follows:

|  |  |  |
| --- | --- | --- |
| Milestone | Start Date | Completion Date |
| 290 audits delivered | March 2016 | December 2016 |
| 130 charters delivered | June 2016 | March 2017 |
| 75 grants awarded | July 2016 | March 2017 |
| 500 audits delivered | March 2016 | June 2017 |
| 255 charters delivered | June 2016 | October 2017 |
| 760 audits delivered | March 2016 | January 2018 |
| 390 charters delivered | June 2016 | April 2018 |
| 205 grants awarded | July 2016 | April 2018 |
| 1,000 audits delivered | March 2016 | September 2018 |
| 500 charters delivered | June 2016 | September 2018 |
| 275 grants awarded | July 2016 | October 2018 |

We require a CRM software system for the project, to manage the information flows between project delivery partners around beneficiaries and their status with respect to the project and to enable us to create management reports on project progress. The system should be delivered by 30 September 2016.

Beneficiary engagement in the project may range from 3-30 months, depending on the level of support the SME takes up. SME’s will access varying levels of support, from a single audit through to the full package of support. Levels of support take-up will need tracking for the project as a whole and per SME, along with the results of any interim discussions between beneficiaries and their key account manager.

All four project partners (with around ten individual users across the Partners) will need access to the CRM in order to input and extract data; partners are located separately and do not share an internal network. Access for data entry, amendment and deletion would be limited to authorised users and there should be in-built pre-submission validation for data entry, which would be through an on-line form or forms.

Data would fall into four categories, which the on-line form or forms should accept:

* Binary (1/0) – form checkboxes for e.g. filling out a simple matrix of issues found on-site, opt-ins for e-newsletters;
* DD/MM/YYYY– date field for tracking individual beneficiary milestones, e.g. report furnished, grant application received;
* Decimal – for recording e.g. costs;
* Memo – long text strings for supporting notes and commentary.

It is anticipated that data would be downloaded into Excel from the CRM by the project team in order to produce management reports, so this functionality will need to be built in.

A system capable of recording up to 300 individual data points per beneficiary will need to be delivered. Excel spreadsheets showing the typical data points required can be accessed by the applicant on request.

Applicants should:

* Set out their proposed approach to meeting the requirement of this specification;
* Describe the cost breakdown of the proposal;
* Demonstrate their track record in delivering services of similar specification, with references from previous customers to evidence this.

**Any Questions?**

Please submit any queries through the clarification portal within [www.suffolksourcing.co.uk](http://www.suffolksourcing.co.uk)

***Schedule 2 – Pricing Schedule***

Please provide a price that you will charge in the undertaking of this requirement as set out within the specification (Schedule 1).

This rate is inclusive of any expenses incurred (any additional expenses which are to be incurred are to be agreed with the Council in advance)

*Note: Any bids in excess of £10,000 will be deemed invalid and will not be considered for evaluation.*

Please state any assumptions made in relation to cost below, the Council will clarify these and finalise prior to any award.

***Schedule 3 – Monitoring Schedule***

**Contract Management**

|  |  |
| --- | --- |
| **Factors Critical to the Success of this Contract** | *Delivering the Specification as detailed in Schedule 1 to a satisfactory standard and on time* |
| **Targets** | *To deliver the CRM as described. The package should be operational by 30 September 2016, supported by a training session, with a reasonable (stated maximum) provision for telephone support once the package is operational.* |
| **Measurement of Success** | *An operational CRM meeting our requirements as described within the Specification.* |
| **Measurement Frequency** | *Monthly* |
| **Reporting** | *Progress summary report* |
| **Governance** | *Communication will be undertaken using the most appropriate method which may include but not limited to*   * *Email* * *Telephone* * *Face to Face Meetings*   *The frequency and who will be involved will be agreed during the mobilisation period with the successful contractor.* |
| **Managing Corrective Actions** | *Any corrective actions are to be raised by either party whereby the Contract Manager will agree a timescale for the issue to be rectified and reported back.* |

***Schedule 4 – Method Statements & Clarifications Schedule***

*To be inserted into the final contract*

# Form of Tender and Declarations

**To: The Council**

**Form of Tender**

**By submitting your tender electronically you hereby agree to the following;**

Having examined the Invitation to Quote and its accompanying documents and being fully satisfied as to my/our abilities and experience in all respects to fulfill the requirements of the Conditions of Tender and the unexecuted Contract;

I/We Hereby offer, subject to the Conditions of Tender to provide in accordance with the terms and conditions (including the provision of modification) of the unexecuted Contract and Service therein specified and in accordance with the prices set out in the Pricing Schedule all prices being fixed (subject to the terms of the Contract) for the first year of the Contract Period and thereafter during the Contract Period at the price ascertained under the terms of the unexecuted Contract.

Unless and until the formal written agreement referred to above is executed, this Tender, together with your written acceptance thereof will form a binding agreement between us in terms of the Tender Documents and where there is a discrepancy or difference between the Tender and the (other) Tender Documents the latter will prevail.

**Declaration**

**By submitting your tender electronically you are also confirming your compliance with statutory and policy requirements of Suffolk County Council as per the Contract Terms and Specification attached and are therefore making the following Declaration.**

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

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 tender any of the following acts;

Communication to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;

Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

Offering or paying or giving or agreeing to pay or give any sum of money 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 said work any act or thing of the sort described above.

I/We agree that the terms of the above declaration will form part of any contract with the County Council it’s servant or agent resulting from the acceptance of my/our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling the Council it’s servant or agent to determine forthwith or to take advantage of any provision in that Contract entitling the Council it’s servant or agent to determine my/our employment under this Contract.