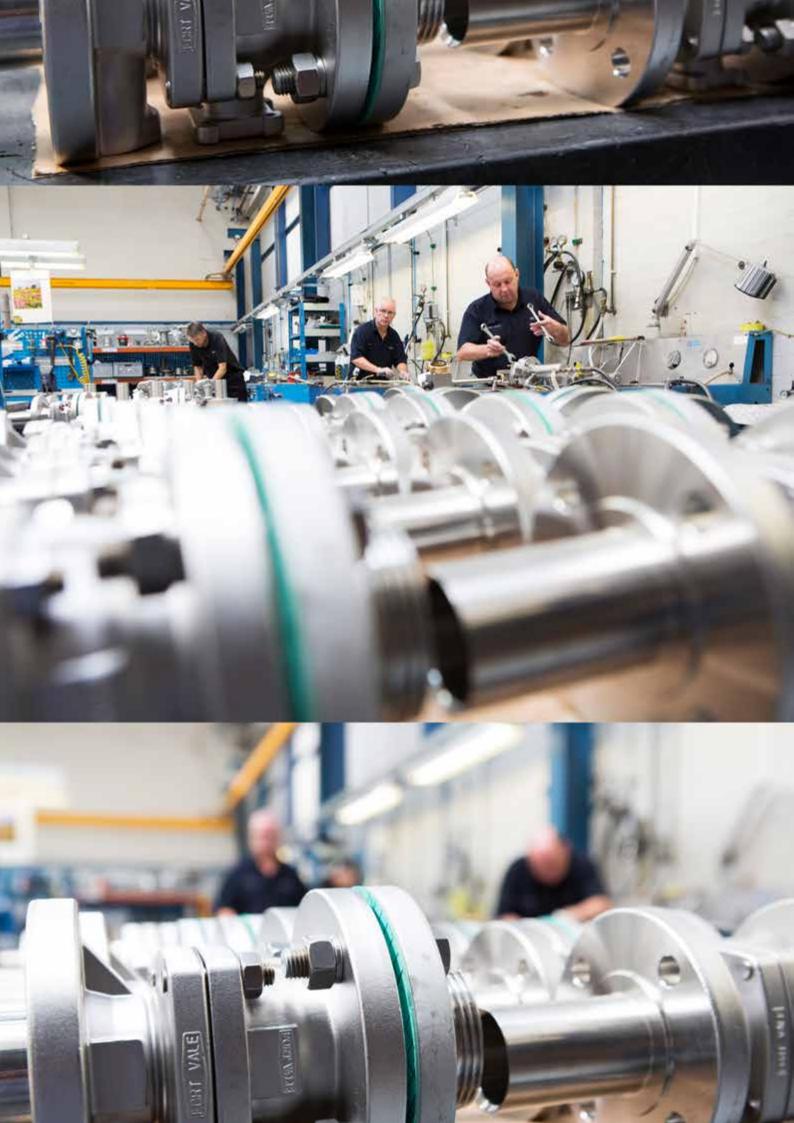


## **Invitation to Tender**



Date of Issue 9 March 2018

**TENDER RESPONSE DEADLINE: 12:00 GMT 6 APRIL 2018** 



# Brief

## 1. Introduction

Since 2009, Burnley has worked hard on challenging outdated perceptions. Collaboratively, business and public sector leaders have shown leadership and tenacity to deliver a wide range of projects and activities which aimed to create and promote a new Burnley experience. This has resulted in positive upward trends for inward investment, job creation and the housing sector.

UCLan recently announced ambitious expansion plans at the Burnley site. The numbers planned are significant – totalling 4000 students by 2025 from approximately 400 currently. This gives Burnley a unique and timely opportunity to reposition itself as a University Town.

Burnley Council, on behalf of Burnley Bondholders, is seeking to appoint an advisor to design and implement an innovative and creative public relations (PR) and communications strategy and delivery plan. The PR and communications strategy will complement and build on existing strategies and plans, challenge traditional preconceptions about Burnley, and make a clear and measurable contribution to the repositioning of the borough. This document is a brief to invite public relations companies and agencies to submit their proposals for a PR and communications plan and accompanying deliverables.

## 2. Specification

Burnley's public and private sectors are committed to working together to improve, develop and market the "place", to attract new investment, support businesses to grow and attract new residents to the borough.

Burnley has worked hard to change out-dated perceptions of the town, support new investment and business growth, promote skills development and training, and find innovative ways of building on these early successes. Burnley introduced one of the UK's first Bondholder schemes – over 180 businesses from the local area have signed up, contributing financially or in-kind to promote the town. Bondholders are committed to driving the Burnley economy forward, communicating its successes, and encouraging skills development which will give Burnley a strong foundation for future economic growth. In 2013, Burnley was awarded the Most Enterprising Place in Britain by the Government department BIS.

This document is a brief to invite public relations companies and agencies to submit their proposals for a PR and communications delivery plan commencing May 2018 with the potential to extend based on performance.



## 3. Background

Burnley has a population of around 87,000, and is home to a diverse range of businesses, with key strengths in advanced manufacturing – Safran Nacelles, BCW Engineering, Paradigm Precision; the digital and tech sector with companies such as JP74 and FDM Digital; and a growing logistics sector including Fagan and Whalley. Burnley has a strong history of enterprise and innovation which continues today, and is ambitious and confident.

Burnley has been described as 'the envy of the North West' and that Burnley is 'quietly transforming itself'. Other local authorities have asked Burnley to present to them how we have achieved so much, and we are regarded as an excellent example within our peer group.

The ONS Business Register & Employment Survey shows that the number of jobs in Burnley increased by 2.7% between 2015-2016 (latest figures). This is a higher rate of growth than Lancashire (1.6%), North West (2.5%) and Great Britain (1.8%) over the same period. This makes for an 18.5% increase since 2009 when figures first became available.

Burnley was named number 2 in the UK for digital jobs growth – an extra 600 jobs in this sector alone; according to ONS figures released in 2016, digital jobs grew by 161% in the previous year.

From April 16 to June 17, Burnley attracted £58,207,000 of private sector investment including new business premises such as Exertis, a £2bn turnover company housed in a 500k square foot bespoke building. Further investments underway include amongst others a £10.5m 80 bed hotel at the Crow Wood Leisure complex, and Vision Park located next to the University/College campus, offering high quality business space aimed at growing businesses in hi-tech digital engineering and creative industry sectors.

Burnley has a campus of the University of Central Lancashire (UCLan). UCLan has a strong track record in supporting graduate business start ups; it is ranked as the leading UK university for incubated start up businesses still active after three years of trading. It is ranked second in the UK for the number of graduate start ups still active overall and ranked third in the UK for estimated turnover for active firms. In the last five years UCLan has helped over 1000 students start a business or become self employed, the second highest figure in the UK.

UCLan recently announced ambitious expansion plans at the Burnley site. This will include medical students housed at Burnley Hospital alongside an expansion of their undergraduate programme and the intention to form a centre for digital technology. The numbers planned are significant – totalling 4000 students by 2025.

Additionally Burnley Council, UCLan, and Burnley Football Club, are working in partnership to develop an ambitious new masterplan for the Town Centre. A key part of Burnley's growth strategy is to enhance the town centre offer, which is a significant retail, leisure, service and learning centre for much of Pennine Lancashire.

Currently PR and communications are handled in house. The work commissioned in this brief is funded by the Burnley Bondholders, a private/public sector partnership with aims to improve prosperity and positive perceptions of Burnley. The PR and communications work undertaken to date has helped to project Burnley as a confident, positive and aspirational town to a broad target audience.

This brief is very targeted – we wish to capitalise on the UCLan expansion plans and use this as a catalyst to reposition Burnley as a University Town. According to published definitions it will take some years to achieve the student figures we would need, however in the meantime this positioning will demonstrate Burnley's youthfulness, cultural offering and intelligence, supporting the growing digital/tech sector and entrepreneurialism. Burnley has already been communicating strong messages around our strength in Advanced Manufacturing and Digital Technology, and the positioning of University Town is intended to add to those messages. This, alongside the publishing of the masterplan, will encourage investment from businesses and developers whose target audience is aligned.

We also wish to attract and retain residents of Burnley within this age group and above (teens, twenties and thirties) – and encouraging investment aimed at this group, plus a pipeline of fulfilling, higher salaried and career jobs, will additionally position Burnley as a place of choice to those not connected with the University.



## 4. Key Messages & Target Market

## Key messages

Burnley's 2018 - 2021 Brand Plan sets out a framework for the public and private sectors to work together to market the "place", detailed in the Delivery Plan.

The key objectives this brief will fulfil are:

- Become a University Town, creating a student experience that attracts students, researchers and academics from across the globe, and provides opportunities for residents and businesses to gain new skills and expertise.
- Change outdated perceptions of the environment of Burnley, economy and amenities.

The vision for our PR and communications strategy is centred on the following key messages to our target markets:

- A place to which students and staff are attracted and feel confident in, giving an experience rich and value for money alternative to city life
- High levels of investment and achievement in apprenticeships, further and higher education, and skills development
- Burnley's geographical reach as a place that is easy to get to and worth the journey via:
  - M65 corridor and relevant motorway networks and rail links, proximity to Leeds, Manchester and Preston; a gateway to the Lancashire Pennine hills
  - Burnley's ease of access to major international airports (Manchester, Liverpool and Leeds/ Bradford)
- Quality of life including the cultural and events offer, and capitalising on the natural and outdoor environment that Burnley and Lancashire have to offer.

## Target markets

The target market can be broken down into core, extended and influencers/decision makers.

#### Core target market

People of university age who would consider Burnley as an option for their study location.

## **Extended target market**

People in their teens, twenties and thirties who would consider Burnley as a place to stay for the future/ move to, because of the quality of life.

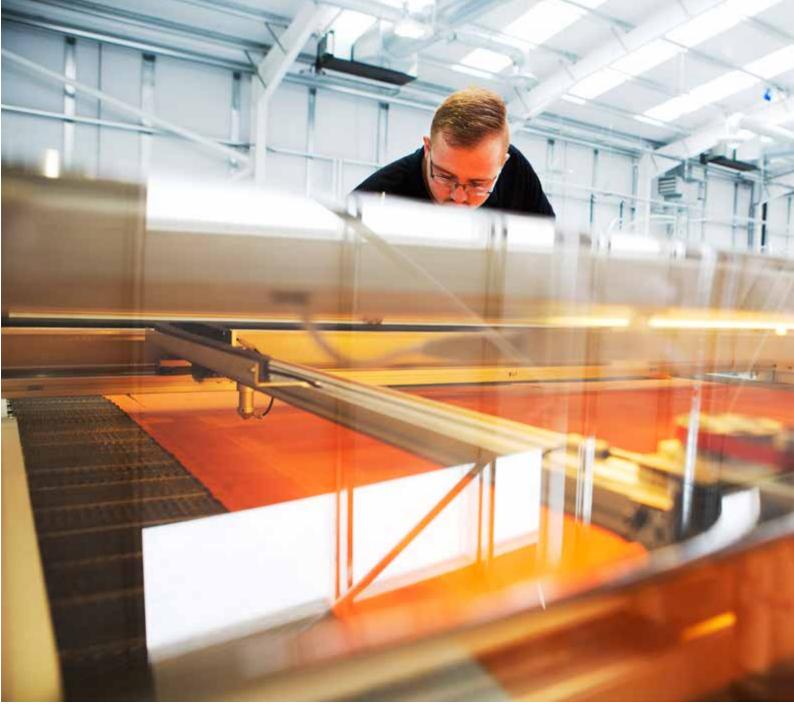
Property developers, investors, business owners who will build on the offering Burnley already has by gaining confidence to invest.

#### **Influencers and Decision Makers**

Key influencers and decision makers plus politicians and public sector to assist in raising the profile of Burnley, offering an authoritative 'voice' and lending support.







## 6. Strategy and Tactics

What do we want?

- A creative PR agency/consultant who can recognise media opportunities and which has a proven track record in delivering similar projects
- Actions and results recognising the vision for Burnley
- Recommendations on targeting key and relevant media online and offline – including national print and broadcast media
- A proactive approach which is responsive to opportunities arising outside a communications plan
- A partner who 'gets' the brand what we are, and are not, about
- Consistency of relationships between partner and Burnley Council over time
- Ease and clarity of communication between parties, which should be concise

## 7. Key Messages

In short, the key messages for Burnley are to change perceptions about the town as a thriving, youthful place with an excellent living experience that offers great value for money. Burnley and its Bondholders would work with the successful partner to develop the key messages, but briefly they comprise:

- Quality of life and cultural experiences
- An affordable, accessible place to live, work and study
- Excellent track record of investment and stable jobs growth across a number of industries including digital

## 8. Timeframes

The timeframe for the Tender is a fixed term contract commencing May 18, with a possibility to extend the contract dependent on funding and performance.

## 9. Account Management

Burnley Council will nominate a single point of contact (the 'project manager') during the course of the contract, who will act as the day-to-day 'go-to' person with whom the agency will be expected to liaise. We are very keen to encourage a two-way relationship between the project manager, Burnley Bondholders and the agency, but importantly we are seeking a proactive and innovative approach from the agency based upon frequent contact and briefings from the nominated manager, and an understanding of how to convey effectively our key messages into specialist media and target audiences.

To assist with briefing and knowledge transfer, the agency will be required to meet on a monthly basis with the project manager and the chair of the Burnley Bondholder Network, although when appropriate this will be via teleconference to reduce the costs and time associated with travelling. In addition, the agency will be required to submit a monthly written report to the Bondholders meeting in Burnley and potentially attend a quarterly Focus Group Meeting in order to facilitate a detailed understanding of the backdrop to the campaign.

A campaign inception report shall be prepared by the agency and approved by the project manager within three weeks of appointment. The inception report will set out an outline campaign delivery plan which will confirm the key messages, target audiences and the media which will fall within the remit of the campaign. The inception report will also establish agreed performance criteria against which the campaign's success may be monitored and measured. A timetable for the work will be required outlining key milestones.

The agency will be required to prepare and submit short (no more than two sides of A4) fortnightly progress reports to the project manager, outlining the tasks and activities which have been undertaken over the preceding two weeks, and confirming tasks, activities and expected outcomes over the following fortnight.

The contract shall be based upon the terms and conditions attached to this Brief. As part of your proposal we request confirmation of your acceptance of these terms and conditions.

## 10. Budget

The total budget for the campaign, exclusive of VAT but inclusive of all fees, disbursements, other expenses, and local travel (i.e. within Lancashire) will be no more than £30,000. It should be noted that the direct, indirect and labour costs associated with the preparation of proposals in connection with this ITT are to be borne by those who are tendering for the contract. Neither the council nor any of its agents or partners shall be liable for any costs incurred by agencies in responding to this ITT.

## 11. Measures of Success & Outcomes

We do not envisage this contract being a conventional PR and communication campaign which relies solely on traditional, mainstream communication channels and media to convey our key messages. While conventional metrics will form a part of how the progress and success of the campaign is measured, therefore, we will attach importance to projecting key messages into specialist media and thereby accessing new target audiences. For this reason, we are asking you as part of your quality submission to submit details of how you would measure the success of the campaign over the contract period.





## Guidance and Terms

## 1.Foreword

- 1.1 Tenders are invited from consultant agencies and freelance professionals with relevant experience who are able to demonstrate sufficient skills and experience to undertake the development and implementation of a media relations strategy for Burnley as set out in the Council's specification in the Brief. The Services are anticipated to commence in May 2018 for an initial fixed term period with potential to extend depending on performance and subject to budget availability.
- **1.3** Tenderers are invited to submit a Tender of the Services to be provided and at what cost in accordance with the Brief.
- 1.4 In the event of any conflict arising between any of the provisions of the Tender Document issued by the Council and those submitted by Tenderers, the Council shall hold the definitive version of the Tender Document.

## 2. Information To Tenderers

- **2.1 Timelines -** The proposed timeline for the selection and appointment of the agency to deliver the contract is as follows:
  - Agency to submit proposal by 6 April 2018 12:00 GMT
  - Scoring completed by 20 April 2018
  - Invited for clarification interview (where required) up to 4 May 2018
  - Agency appointed by 11 May 2018
  - Commence Activity May 2018
- from the Burnley Bondholder Network and Burnley Borough Council. The Council reserves the right to vary key dates on notice to all Tendering organisations, this will be made public as will responses to clarification questions here.

#### 3. Instructions For Tenderers

- **3.1 IMPORTANT:** Additional information relating to this tender is available <a href="here">here</a>. All bidders are required to read this information and in signing the Form of Tender confim their understanding and acceptance of the instructions and information therein.
- 3.2 The Council does not bind itself to accept the lowest, or any Tender and shall not incur any liability in respect of the Tender submitted.
- **3.3** Any questions concerning any aspect of this Tender should be directed in writing to Amber Corns <a href="mailto:acorns@burnlev.gov.uk">acorns@burnlev.gov.uk</a>
- 3.4 The Council shall not be held liable for any costs, expenses and charges relating to or arising from the preparation of the Tender including without limitation, the preparation of the documentation or attendance at any meetings.

- 3.5 The Council reserves the right to issue the response to any clarification request made by you to all Tenderers unless you expressly require it to be kept confidential at the time the request is made.
- **3.6** In order to submit a compliant Tender response, Tendering Organisations must ensure that the instructions relating to this tender are followed and all required documents are returned.
- 3.7 The Tenders must be made on the Form of Tender incorporated in the Tender Document and all aspects must be complete in full.
- 3.8 You must state in your completed Tender if you will be using any Third Party Contractors to deliver the services and ensure that all relevant terms and conditions are applied within any relevant Sub-Contract. You will be fully responsible as the prime Contractor for compliance under the contract by all Third Party Sub-Contractors.
- **3.9** Tenderers are responsible for ensuring that they are fully familiar with the nature and extent of the proposed requirements and shall obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- **3.11** The Tender Document and all other associated information and documents must be treated as private and confidential, other than on an 'in confidence' basis to those who have a legitimate need to know or with whom the Tenderers need to consult for the purpose of preparing the Tender.
- **3.12** The Tender must not be conditional or be accompanied by statements that could be construed as rendering it equivocal and/ or placed on a different footing from any other Tenderers.
- **3.13** There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification requests relating to the Tender Documents will be answered.
- **3.14** The information contained in this Tender Document and the supporting documents and in any related written or electronic or oral communication is believed to be correct at the time of issue but the Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such.
- **3.15** The Council may, and hereby reserves the right to, alter the contents but not the intention of the Tender Document prior to the closing date for Tender submission. Any amendments will be issued to Tenderers.
- **3.16** The Council reserves the right to require a Parent Company Guarantee, Performance Bond or other form of assurance in relation to this Tender.
- 3.17 Tenderers are deemed to have fully satisfied themselves before submitting their Tender as to the accuracy and sufficiency of the Quality Submission and Fee Proposal which in the event of the Tender being accepted, shall (except insofar as it is otherwise provided) cover all the obligations under the Tender.
- **3.18** No claim against the Council shall be allowed whether in contract or tort or under the Misrepresentation Act 1967 or otherwise on the grounds of any inconsistencies.

- 3.19 Tenders are submitted on the condition that the Authorised Officer may, after opening the Tender, discuss verbally or in writing with the Tenderer the details of the documents submitted prior to formal acceptance of a Tender by way of clarification (please note that such clarification enquiry does not in any way invite negotiation), without in any way committing the Council to accept such Tender.
- **3.20** Any unauthorised amendment, qualification or deletion of, or addition to, the Tender Document, by the Tenderer, issued by the Council may invalidate this Tender.
- 3.21 The Tenders shall be submitted on the basis that acceptance of a Tender by the Council shall be binding for all purposes but subject to termination or rescission of the Contract at the Council's option in the event of (i) any material non-disclosure by the Tenderer and or (ii) failure to reach agreement with the successful Tenderer on all of the details of the documentation which is required to be agreed within the period specified in the Tender Document or if none is stated within a reasonable period.
- 3.22 You must inform the Council in writing immediately if there is any change in control, composition or membership of your organisation or your consortium members or where any other material factor has altered subsequent to your expression of interest in this procurement process. The Council reserves the right to disqualify you from this Tender process as a result of any such change.

## 4. Instructions For The Return Of Tenders

- **4.1** Tenders must be submitted in hard printed copy format via the postal system or delivered by hand in accordance with the instructions set out below.
- **4.2** Please complete return THREE printed copies of your submission, and an electronic copy must also be provided in MS Word file or PDF on a USB Memory Stick or CD ROM.
- 4.3 The Tender submission must be in a sealed package clearly marked 'Communicating Burnley Tender', addressed and returned to:

The Head of Legal and Democratic Services Burnley Borough Council Town Hall Manchester Road Burnley BB11 9SA

- 4.4 It is also the Tenderers responsibility to ensure that completed Tender submissions are delivered prior to the deadline and that proof of delivery is obtained. Any Tender delivered by hand must be taken to the Ground Floor Reception at the Town Hall on Manchester Road, Burnley.
- 4.5 The completed Tender submission must be received by the Council by: Time 12:00 hours GMT on the 6 April 2018.
- **4.6** The Council accepts no responsibility for any Tender received in any way other than that specified above. The Council reserves the right to reject any Tender received after the Deadline.
- 4.7 Any attempt by you or your appointed advisers to inappropriately influence the Contract award process in any way will result in your Tender being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Council concerning another tendering organisation may result in disqualification at the discretion of the Council

## 5. Tender Evaluation

- **5.1** The Council is required at all times to adhere to Best Value legislation and pro-actively demonstrate it is providing a value for money solution to all of its contracts.
- 5.2 Each tenderer's completed Quality Submission and Fee Proposal will be evaluated to establish the most economically advantageous tender by applying the weightings below and award criteria set out in table 1.

Weighting: Quality Submission 70%: Fee Proposal 30%

## 6. Quality Submission

- **6.1** The formula shown below will be used to calculate the weighted score for the Quality Submission; scores will then be aggregated to provide an overall weighted score.
  - **Weighted question score** = Sorce awarded by evaluation panel / Max score available x weighted percentage
- **6.2** Scores attributed to responses are decided based on the expectations of the stakeholder panel, measured against the Council's objective requirements and evaluation criteria as set out in the Tender documents.
- **6.3** The methodology in Table 1 below will be applied to the Quality Submission evaluation:

Score	Criteria
5	<b>Excellent:</b> Response clearly meets all requirements. Clearly describes the bidder's capabilities in delivering the requirements in scope; and demonstrates exceptional understanding. All information provided is consistent with all other areas of the tender response.
4	<b>Good:</b> Response clearly meets all requirements satisfactorily. Clearly describes the bidder's capabilities in delivering the requirements in scope, and demonstrates understanding. All information provided is generally consistent with all other areas of the tender response.
3	Satisfactory: Response meets most requirements but is lacking or inconsistent in a few identifiable areas, leading to minor reservations. Describes the bidder's capability in relation to the requirements, and demonstrates some understanding. Information provided is generally consistent with all other areas of the tender response.
2	<b>Weak:</b> Response meets some requirements but is lacking in several identifiable areas, leading to serious reservations. Provides little indication of the bidder's capability of delivering the requirements; or only partially meets the requirements; and / or demonstrates partial understanding. Some information provided is inconsistent with other areas of the tender response.
1	<b>Poor/ Non-Compliant:</b> Has a number of deficiencies or concerns in certain areas where the lack of detail requires the evaluator to make assumptions, or no information is provided. Little or no description of the potential bidder's capability of delivering the requirements is provided, leading to major reservations; or does not meet the requirement; and / or demonstrates no understanding. Information provided is inconsistent with other areas of the tender response.

## 7. Instructions for Completion of the Quality Submission (Score 70%)

7.1 Any deviation from the specified structure and content of your quality submission may lead to its disqualification from the tender process. Tenderers should not submit any supplementary information over and above the information requested in the following instructions. When responding to questions which limit responses to a certain number of pages, font should be no smaller than 10pt and line spacing no less than single.

#### 7.2 Quality Submission

#### A. Company details (For information only)

Please confirm the following details:

Contact Name: Legal Entity: Address: Email Address: Contact Number: VAT Reg:

## B. Understanding of the brief and opportunities for innovation (Score 30%)

Please explain, in no more than 1,000 words, your understanding of the requirements of the proposed PR and communication plan, expanding on the points made in this brief, to include an imaginative and structured methodology and approach, and timing milestones for work to be delivered through both conventional and specialist media channels.

In fewer than 500 words, please discuss the nature and scope of opportunities to innovate on this contract, using alternative channels, media etc. to target the audiences outlined in the brief.

Please also describe how you will measure the success of the campaign over the contract period.

#### C. Capabilities and track record (Score 20%)

Please provide no more than five relevant project examples to illustrate the experience and competencies within both your company and proposed team which will enable you to successfully deliver your outline methodology and communication plan to your proposed target audiences. Responses should be limited to three sides of A4 in total, i.e. six case studies on no more than three sides of A4, and should clearly highlight the challenges, approaches and outcomes of each project. Emphasis in these case studies should be directed towards similar target markets or similar brand repositioning work.

## D. CVs (Score 10%)

Please submit CVs of no more than three of the key personnel who will be actively engaged on the contract on a day-to-day basis. Each CV should be no longer than a single side of A4. The CVs should clearly illustrate the particular knowledge and expertise that each team member brings to the contract, and should link into your proposed methodology, opportunities to innovate, and the contact base described above.

#### E. Quality Management (Score 5%)

Either: (i) confirm that your company is currently certified to a relevant quality management system such as ISO9001, or

(ii) in fewer than 250 words, explain the quality management procedures which your company applies to client relationship management and delivering its contracts.

#### F. References (Score 5%)

Please provide the names and contact details of two client referees who we may contact in connection with the tendering process, ensuring that referees are aware of the tendering process and are content to be contacted directly by the council without prior notice. The client referees should relate to projects of a similar nature and scope as the current Burnley tender.

## 8. Evaluation of Fee Proposal (24%) and Financial Standing (6%)

#### 8.1 Fee Proposal (24%)

Linking into the Council's brief and team described in Section 1 of your quality submission, please provide a breakdown of anticipated hours and fee rates for each member of the team, in addition to a breakdown of projected expenses. The tenderer should confirm that their proposed fee rates will remain applicable through the duration of the contract, should the successful tenderer be instructed to undertake additional work falling outside the proposed contract.

**8.2** Tenderers may not simply provide a lump-sum figure and must ensure that each element of Services to be provided has been broken down and specified as required in the Fee Proposal. Rates and prices must be quoted in pounds sterling to two decimal places (exclusive of Value Added Tax). The Fee Proposal will be evaluated using the price formula shown below.

**Weighted Score** = (Lowest Total Fee Proposal ÷ Your Total Fee Proposal) × Weighted percentage.

### 8.3 Financial Standing (6%)

You are requested to submit your statutory end of year accounts for the three most recent financial periods for which fully audited accounts are available. Should the tendering company be part of a larger group please repeat the information for the ultimate holding company. Please note that Burnley Council reserves the option to request a full copy of your annual accounts for the three periods requested. Burnley Council may exclude applicants who cannot demonstrate sound financial standing.

The evaluation of financial standing will measure the financial and economic standing of the supplier based on the presented financial information requested above. The evaluation includes turnover and key financial ratios. A maximum score of 6% is available for this element.

### Financial Threshold (Max score 2%)

The turnover threshold that will apply for this contract has been set at GBP100,000. This has been set to ensure that the supplier is capable of financing the contract during the term. Where a provider cannot meet the turnover threshold as stated, a score of zero will be assigned to this evaluation criterion, and where this is met, a score of 2 will be awarded. Turnover will be calculated based on an average over the two year period selected.

#### Profitability (Max score 2%)

The following profitability ratios will be calculated and scored. The ratio calculated will be the mean average of the two year period selected from the financial information provided:

- $\cdot$  Gross profit margin (gross profit/turnover) expressed as a percentage; and
- $\cdot$  Net profit margin before tax (profit before tax/turnover) expressed as a percentage.

#### Table 1 Profitability

Gross Profit (ma	x score 1)	Net Profit (max score 1)		
Margin (%)	Score	Margin (%)	Score	
<4%	0	<1%	0	
4-7%	0.2	1-2.9%	0.2	
8-11%	0.4	3-4.9%	0.4	
12-15%	0.6	5-6.9%	0.6	
16-19%	0.8	7-8.9%	0.8	
>20%	1	>9%	1	

### **Liquidity (Max score 2%)**

The following liquidity ratios will be calculated and scored. The ratio calculated will be the mean average of the two year period selected from the financial information provided.

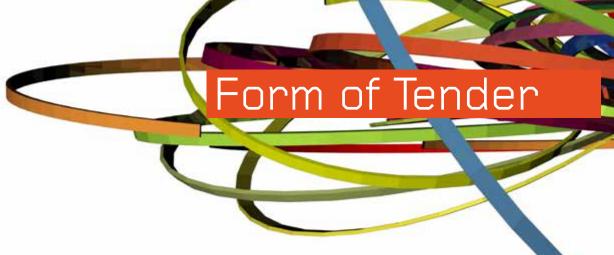
- Current ratio (current assets/current liabilities) expressed as a ratio; and
- Acid test ratio (current assets less stock/current liabilities) expressed as a ratio.

#### **Table 2 Liquidity**

Current Ration (ma	x score 1)	Acid Test Ratio (max score 1)	
Ratio	Score	Ratio	Score
0.00 - 0.19	0	0.00 - 0.19	0
0.20 - 0.59	0.2	0.20 - 0.59	0.2
0.60 - 0.99	0.4	0.60 - 0.99	0.4
1.00 – 1.39	0.6	1.00 – 1.39	0.6
1.40 – 1.79	0.8	1.40 – 1.79	0.8
1.8 and above	1	1.8 and above	1

In reviewing the financial and economic robustness of the supplier the review will ensure that the supplier has sufficient liquidity such that, in the short term, it is in sound financial health and can meet its obligations as they fall due. The ratios above, when calculated, are simple indications of the current trading position of the organisation.

**8.4** The Council reserves the right not to offer the contract to the lowest priced Tendering Organisation or to award any contract. The Council also reserves its right to withdraw from this process at any time without giving rise to any liability as to costs.



For the attention of:

## Head of Legal and Democratic Services, Town Hall, Manchester Road, Burnley, BB11 9SA

Date: 2018

Dear Sir,

### **Communicating Burnley Tender**

I/ We the undersigned, hereby tender and offer to provide the services required under the Communicating Burnley Tender as identified/ listed below which is more particularly referred to in the Invitation to Tender supplied to me/ us for the purpose of tendering for the provision of the Services and upon the terms thereof.

Attached to this Form of Tender are the following:

- A response to all elements of the Quality Submision;
- The completed Fee Proposal;

In addition I/ We have read, understand and confirm that I/ We accept the conditions related to this tender as provided at <a href="https://www.burnley.gov.uk/about-council/doing-business-burnley-council/current-opportunities">https://www.burnley.gov.uk/about-council/doing-business-burnley-council/current-opportunities</a> (see "Terms and Conditions - Communiticating Burnley") including Non Collusive Tendering and non-Canvassing; submission of a bona fide tender and other/ specific instructions relating to this tender.

I/ We confirm that I/ We can supply the Goods and Services as specified in the Invitation to Tender in accordance with the terms set out in the Communicating Burnley Tender and associated documents.

I/ We confirm that we accept the terms of the Invitation to Tender.

I/ We undertake in the event of acceptance of our Tender to execute the Communicating Burnley contract as requested by the Council and pending such execution to provide Goods and Services in accordance with the terms of any contract award letter issued by the Council.

I/ We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/ We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/ our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/ We confirm that this Tender will remain valid for months from the date of this Form of Tender.

I/ We confirm and undertake that if any of such information becomes untrue or misleading that I/ we shall notify you immediately and update such information as required.

I/ We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by:	
Name(s):	
Position:	
For and on behalf of:	