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Request for Quote (RFQ)

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| --- |
| Glastonbury Clean Energy Project  Phase 1 (Feasibility)  Reference number: MDC-P020 |

**Strictly Private & Confidential**

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# Request for Quote (RFQ)

## Conditions of RFQ

Mendip District Council (MDC) “The Council” invites you to submit a Quote for the requirements detailed below in accordance with the conditions outlined within this document.

## General Conditions

**Your submission must be in accordance with our attached terms and conditions. Submission of your Quote will signify your acceptance of these, unless otherwise agreed by us in writing.**

We are not bound to accept the lowest price submission, or any Quote, or to accept you as a sole supplier, and reserve the right to accept the whole or any part of any Quote submitted

Prices you include in your Quote are to remain fixed for the duration of the agreement.

The Council reserves the right to extend or cancel the RFQ process at any point. The Council is not liable for any costs resulting from any cancellation of this RFQ process or for any other costs incurred by those quoting for this Contract.

Quotes must be completed in the English language.

Only one Quote is permitted from each Bidder. If more than one is submitted by a Bidder, the one with the latest time of submission prior to the RFQ close date/time will be evaluated and the other(s) disregarded.

The Quote should remain valid for a minimum period of 90 days.

Any signatures must be made by a person who is authorised to commit the Bidder to the Contract.

Your full registered business name, registered company number and main office address (including your registered and operational addresses if relevant) must be provided on all documents.

Bidders should complete all Schedules where required for submission at the time of quoting to receive full consideration. No documents or variances supplied after the RFQ return date/time shall be considered unless expressly requested by the Council.

Bidders should ensure that the organisations named as references are happy to be contacted by the Council to verify the information provided within the Quote.

## Confidentiality & Publicity

The contents of this RFQ and of any other documentation sent to you in respect of this process are provided on the basis that they remain the property of the Council and must be treated as confidential.

You may not undertake any publicity activities with any part of the media or other third party in relation to this RFQ process or the Contract without the prior written agreement of the Council, including agreement on the format and content of any publicity.

## Freedom of Information Act 2000 / Environmental Information Regulations 2004

As part of the Council’s duties in relation to the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR), we are required to respond to requests for information. This may require the disclosure of information concerning the procurement process or the Contract to anyone who makes a reasonable request. The FOIA and EIR apply in similar ways, however EIR is only concerned with environmental information.

The FOIA/EIR include exemptions that may apply in certain circumstances. If you consider that any of the information provided in your Quote is commercially sensitive or a trade secret (meaning it could reasonably prejudice a legitimate commercial interest if disclosed to a third party) then it should be clearly marked as ‘Not for disclosure’, together with valid reasons in support of the information being exempt from disclosure under relevant legislation. Information may be considered exempt under FOIA if its disclosure would, or would be likely to, prejudice commercial interests. The test under EIR is stricter and it must be shown that disclosure would adversely affect the confidentiality of commercial information. Both exemptions are ‘qualified exemptions’ and are subject to the public interest test. Additionally, under EIR there is a presumption in favour of disclosure.

You should also be aware that simply marking information as 'confidential' or 'commercial in confidence' only has the effect of identifying that an exemption could apply under the FOIA/EIR. Each request for information will be assessed on its merits by the Council and the decision will be whether, considering all factors at the time the request is received, a duty of confidence applies, or whether disclosure would be likely to result in prejudice to commercial interests.

The Council will, where possible, notify you of information requests and seek your views before disclosing the information to the requestor. However, it is ultimately the responsibility of the Council to determine whether to release the information.

If you believe some of your information to be exempt, please complete the FOIA Exemption Form at Appendix F.

## Contact Details and Deadline for Submission

Your Quote must be submitted via the MDC Procurement e-mail account ‘**procurement@mendip.gov.uk**’ by no later than the date and time set out below. The Council reserves the right not to accept submissions received after that date and time.

The timetable\* for the RFQ is as follows:

|  |  |
| --- | --- |
| **Stage / Action** | **Date** |
| RFQ open and documents released | 23 Sep 2021 |
| Clarification questions open | 27 Sep 2021 |
| Site visits commence | N/A |
| Site visits cease | N/A |
| Deadline for clarification questions | 05 Oct 2021 at 5pm |
| Final clarification responses | 12 Oct 2021 at 5pm |
| Deadline for submissions in response to this document | 19 Oct 2021 at 3pm |
| Evaluation of submissions and post-quote clarifications to enable interviews | 5 Nov 2021 |
| Interviews | w/c 8 Nov 2021 |
| Standstill | N/A |
| Award decision and notification to suppliers | w/c 15 Nov 2021 |
| Contract signature | 22 Nov 2021 |
| Contract start | Before end Nov 2021 |

\*The dates in this table are provisional, any change to this timetable will be communicated.

## Documents required for submission

The following must be included as part of your Quote. Failure to do so may result in your Quote not being evaluated.

* Completion of the questions and declarations – these need to be completed prior to uploading your submission.
* Completion of Sections 3-11. You must answer all questions in Sections 3-11 as part of this document; submitting in any other format or template may not be accepted.
* Any documents or information specifically requested in the Technical Questions
* Completed Pricing Support Document
* All Mandatory forms as included in the RFQ Appendices

The following must not be included as part of your Quote. Inclusion may result in your Quote not being evaluated.

* General marketing material

Submitted documentation must be in the form in which it was sent as part of the RFQ i.e. an MS Excel form must be submitted in MS Excel; documents should not be converted to ‘.pdf’ format.

If you do include any additional documentation (relevant to, and in support of your Quote, but not marketing material), these may be provided in pdf format. If you wish to provide any additional documentation other than in ‘.pdf’ format, please contact the Council before sending.

## Clarifications

If you have any queries, you are welcome to request further details via the Clarification process. Clarifications should be sought in accordance with the timescales detailed in 1.5 above and submitted to the Procurement mailbox at ‘procurement@mendip.gov.uk’.

Questions & answers will be shared with all Bidders unless the questions and answers are deemed to be commercially or otherwise sensitive.

## Contract details

The contract term is for seven months from appointment with no option to extend.

Any resulting Contract will consist of the Standard Terms and Conditions and any Special Terms and Conditions (all as set out in Appendices A and B) plus additional documentation (all as set out in Section 9) and will be subject to the laws of England and Wales.

The Council, in accordance with statutory duties, require all contracts to comply with certain obligations under the following legislation:

* Equality Act 2010 and Human Rights Act 1998;
* Bribery Act 2010;
* Counter-Terrorism and Security Act 2015 (“the Prevent Duty”);
* Data Protection Act 2018.

These obligations will be set out in our terms and conditions. Otherwise, they will be required, if not already covered in suitable clauses, in the event that the Council resolves to accept a contractor’s terms and conditions.

The Council also reserves the right to require contractors to comply with certain adopted policies, or to demonstrate compliance through the production and maintenance of their own policies, and such policies are set out in the Specification and/or shall be notified to the successful Bidder.

Any Contract award will be conditional on the Contract being approved in accordance with the Council’s internal procedures and with the Council being generally able to proceed.

The statutory standstill period (if relevant) will operate between communication of the contract award notice and the signing of the contract.

Bidders are permitted to sub-contract elements of the requirements up to 50% of the contract value. Portions of the Works or Service to be sub-contracted must be highlighted in your Quote. However, no elements of the requirements can be sub-contracted without prior approval by the Council.

## Evaluation

The information provided as part of Section 4 (Suitability Assessment), Section 5 (Technical Questions) and Section 8 (Pricing) will be used to evaluate the successful Quote as follows.

Each Quote will be checked initially for compliance with all requirements of the RFQ. Section 4 (Suitability Assessment) is subject to Pass/Fail criteria.

The Quote evaluation will include an assessment of supplier suitability, Award (Technical and Commercial) and the Council will undertake a Financial Assessment via our credit rating agency. We plan to use this financial appraisal to assess the risk and impact of a supplier failure.

The evaluation criteria and associated weighting for written tenders will be:

|  |  |  |
| --- | --- | --- |
| **Award Evaluation Criteria Breakdown** | **Section Score (maximum available) as a %age** | |
|  | **Main Criteria** | **Sub Criteria** |
| **Technical (Quality)** | **65%** |  |
| Sub-Criteria Technical: relevant experience in community energy development; successful track record in renewable energy sector and completing similar assignments; ability to work within the context of protected buildings and landscapes (Questions 5.1, 5.2, 5.3) |  | **30%**  **(10% per question)** |
| Sub-Criteria Technical: experience of building business cases or directly feeding into them (Question 5.4) |  | **15%** |
| Sub-Criteria Technical: ability to engage stakeholders (Question 5.5) |  | **5%** |
| Sub-Criteria Technical: demonstrable expertise in the disciplines involved (Question 5.6) |  | **10%** |
| Sub-Criteria Technical: capacity to complete the assignment on time with assurance of assignment leadership (Question 5.7) |  | **5%** |
| **Commercial (Price)** | **35%** |  |
| Sub-Criteria commercial: Capacity to complete the assignment to budget; value for money on price |  | **35%** |
| **TOTAL** | **100%** |  |

**NB. Bidders who are awarded a score of less than 3 to any Technical Evaluation question will be deemed to fail the technical questions and will not be taken forward to full evaluation and interview.**

All bidders that complete and pass the technical evaluation stage will be price evaluated and interviewed for clarification purposes so that their provisional scoring from the written tender can be firmed up.

### Technical (Quality) evaluation methodology

Quality will be measured upon evaluation of Bidders’ responses to the technical questions. All technical questions must be completed.

Your responses to each technical question will be evaluated by the evaluation panel using the following scores:

|  |  |  |
| --- | --- | --- |
| **Definition** | **Score** | **Criteria** |
| Excellent | 5 | Excellent response.  Comprehensive and useful.  No weakness noted.  The response includes a full description of techniques and measurements to be employed. |
| Very Good | 4 | Response meets our expected requirement/standard and exceeds minimum expectations, including a level of detail which adds value to the Quote.  No significant weakness noted. |
| Good | 3 | Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon.  Response is enough but does not inspire.  Reasonable probability of success, weaknesses can be readily corrected. |
| Poor | 2 | Poor response only partially satisfying requirement/standard, with deficiencies apparent.  Some useful evidence provided but response falls well short of minimum requirements. |
| Very Poor | 1 | Very poor response and not acceptable – fails to meet minimum requirement/standard; requires major revision to make it acceptable.  Only partially answers requirement, with major deficiencies and little relevant detail proposed. |
| Not Complete | 0 | Question is not answered, or the response is completely unacceptable e.g. the answer completely missed the point of the question. |

Each technical question has a weighting, as specified within the question. The weighting will be applied to your scores and a total quality score will be calculated.

### Commercial (Price) evaluation methodology

Price will be evaluated based on the lowest price Quote achieving the maximum %age for the pricing element. Higher priced Quotes will receive a proportional score based on the amount higher they are than the lowest quoted price. The calculation is:

|  |  |  |
| --- | --- | --- |
|  | Lowest Compliant Quoted Price (A) |  |
| Price Score = | ----------------------------------------- | x Score Weighting |
|  | Supplier’s Comparative Quoted Price (B) |  |

For example, where the pricing score will comprise 35% of the overall score, where the lowest quoted price (A) is £100, and where the Bidder’s quoted price (B) is £120, the Bidder’s score would be calculated as follows:

(100/120) x 35 = 29.17%

### Award of the Contract

The Bidder’s weighted quality and price scores will be added together to give a total weighted score. The Bidder with the highest weighted score will be awarded the contract.

Where there are two Bidders with the same weighted total scores (to 2 decimal places), the provider out of the two with the highest score for pricing will be the first ranked Bidder.

The Council reserves the right to award a part contract.

The Council reserves the right to not award a contract.

The Council reserves the right to make changes of a drafting nature to the Contract Documents.

# Requirements

## General

Overview

The Council is proposing to appoint a contractor for a period of seven months to provide Phase 1 support for the Glastonbury Clean Energy Project including a feasibility study report and helping develop and inform the Town Deal Business Case to secure the Towns’ Fund grant and helping finalise ACE’s Business Plan.

Glastonbury is one of the 101 towns in England within the Government’s Town Deal Initiative. Following the submission of the Glastonbury Town Investment Plan in January 2021, the Government has offered the town a £23.6 million grant. The vision of the Town Investment Plan is to establish Glastonbury as a leader in terms of environmental sustainability, combined with ambitious economic growth.

*Ref: The Glastonbury Town Investment Plan is at https://www.mendip.gov.uk/glastotowndeal*

To this end, all 12 projects in the Glastonbury Town Investment Plan have progressed to Stage 2 which is the development of Business Cases and these must be completed by 28 June 2022. One of these projects is the Glastonbury Clean Energy Project.

Insurance Cover

Prior to signing any Contract, the successful contractor will be required to provide evidence that the following insurances are in place

|  |  |
| --- | --- |
| Professional Indemnity Insurance | £2 million |
| Public Liability Insurance | £5 million |
| Employers Liability Insurance | £5 million |

Insurance cover must be maintained with no lapses or breaks for the entire period of the contract and evidence of renewal must be provided before the expiry date of the current cover. The contractor will be required to provide information as to what liabilities the contractor is covered for and not covered for and what liabilities the contractor would expect the Council to be covered for.

Requirements

Contractors should be aware that the following matters will be obligations under the Contract

* Compliance

All staff supplied by the Contractor must be fully compliant with the entire requirements of this specification and this applies equally to the Contractor’s full time regular employees and to staff holding any other employment status other than as full-time regular employees of the Contractor, for example sub-contractors.

* Courtesy and General Behaviour

All staff working on this Contract shall always communicate with the Council’s staff, members of the public and all other persons with courtesy respect and politeness. Offensive language that can be overheard outside of the work team is not acceptable and will not be tolerated.

* Working Relationship

The contractor’s staff will be expected, in all situations. to be reasonable, approachable and constructive, so as to maintain a good working relationship with the Council and to act at all times in the best interests of the Council.

* Contact Numbers

The successful contractor will be provided with the names, email addresses and telephone numbers for the relevant Council representatives.

Invoicing

Payment Terms

Invoicing of staged payments for services undertaken is based on the stages shown in the ‘Proposed Assignment Structure’ (Section 2.2):

1. First invoice 25% on completion of Preliminary Conclusions (end of stage 2)
2. Second invoice 40% on completion of Feasibility Study Report (end of stage 4)
3. Third invoice 20% on completion of Business Case/Plan contents (end of stage 5)
4. Final invoice 15% of contract value (end of stage 7)

Payment Days

Payment will be made within 30 days of receipt of a complete and valid invoice.

## Scope & Specification

### Background

The Glastonbury Clean Energy Project is being led and delivered by Avalon Community Energy (ACE) and comprises a substantial investment in community energy generation and transport infrastructure. £2.6 million is being made available from the Town Deal. It is anticipated that match funding for this project will come from community investment and a provisional sum of £1 million was included in the initial project proposal.

It will be critical to research and develop the optimum plan, on time and on budget. The outcome of the plan will determine the scope and scale of:

* the subsequent multi million capital investment in community energy generation
* the contribution to achieving Glastonbury’s carbon neutral goal
* the surplus available for future community benefit.

### Project description

The project will be located on Beckery Island alongside related TIP projects, community organisations and businesses.

*Ref: The Town Deal Boundary map is at https://www.mendip.gov.uk/glastotowndeal*

As a guide, we included a preliminary assessment of solar, wind and anaerobic digestion energy generation potential in our initial project proposal. This included the following mix of community owned installations:

* Solar PV – with a provisional mix (subject to detailed analysis) of 4.4 MW ground-mounted solar array + 500kW of roof top PV panels providing power to adjacent Town Deal Projects, adjacent business premises and local customers;
* 1 MW battery to balance energy generation with demand;
* 50 EV charge points at the Park and Ride with a bank of slow and rapid charge points – number and capacity TBD

Based on this desk research, it is estimated this would save around 1k tonnes of carbon per year and yield an annual revenue surplus of £100 - £200k. The purposes for which the annual surpluses are applied will be determined in collaboration with stakeholders through a mutually agreed governance arrangement (TBA).

### Assignment parameters

*Approach*

The complexity of the Assignment requires a multi-disciplinary team approach to:

* collaborating with ACE Board and the Glastonbury Towns’ Fund Support Team
* communicating and negotiating with multiple stakeholders in the process of arriving at a mutually agreed Business Plan;
* assessing the technical, financial, community ownership and community partnership, planning, and legal issues concerning feasibility of a variety of renewable energy generation supply and purchase options;
* delivering the optimum Business Plan.

*The planning process*

The Assignment will need to be undertaken in sequential phases (as set out in section 2.2.5) and be structured so as simultaneously:

1. To inform the development of the Town Deal Business Case which needs to follow HM Treasury’s “Green Book”. This will particularly apply to the Economic, Commercial and Financial cases, and more generally to the Strategic and Management cases.

The Green Book Business Case will be developed with MDC’s Glastonbury Town Deal Support Team for submission and requires approval by Glastonbury Town Deal Board, MDC and Central Government to gain access to the funding. It must be submitted and approved by June 2022.

1. To develop ACE’s Project Business Plan - target date: 30/04/2022 (subject to mutual agreement with the selected contractor).

*Revenue expenditure considerations*

Whereas the primary purpose of the Towns Fund is capital investment, the Government has confirmed that up to 7% of the total sum allocated can be for revenue expenditure associated with professional fees, planning charges and implementing each project. In this case, this equates to just short of £200k.

For this purpose, “implementation” is interpreted as being through to the point at which sufficient surplus is being generated by the installation to cover continuing revenue expenditure. The level of revenue expenditure required to this point will be clarified as a result of the business planning process. This will include the cost of for example:

* undertaking this Business Planning Assignment
* preparation, construction management and operation of the Project
* marketing and advertising the community investment opportunity
* Overall Project management to be provided by ACE in fulfilment of its responsibilities, (as set out in Section 2.2.6)

### Assignment deliverables

1. Project Initiation Document to provide the ACE Board with a mutually agreed statement of:

* the strategic background and the overarching purpose of the Project
* the proposed outcomes
* the activities and resources required with their outputs, timelines and task dependences, risks, issues and associated costs
* key milestones
* governance and quality assurance arrangements

1. Monthly Progress and Planning review meetings with the ACE Board Contact Group and Glastonbury Town Deal Support Team
2. Regular reports to align with the agreed business planning process and milestones
3. Feasibility Study Report confirming the preferred way forward
4. Concurrent submission of this data to inform the related “Green Book” Business Case contents
5. ACE’s Project Business Plan – mutually agreed and designed to optimise realisation of the investment goals – subject to criteria TBA
6. End of Assignment review - lessons learnt and benefits delivered

### Proposed Assignment Structure

|  |  |  |
| --- | --- | --- |
| **PHASE 1** | | **Proposed business planning milestones and KPIs** |
| 1 | Assignment set up phase | * Establish the Governance and reporting protocols * Clarify the Project goals and risk allocation * Identify the critical success factors * Agree SMART Assignment delivery criteria and timelines * Agree service requirements and outputs * Commission and sign off Project Initiation Document |
| 2 | Assess relative feasibility of available options  Consult key stakeholders | High level due diligence:   * The technical, financial and planning feasibility of ground mount solar, roof-top PV, battery, and other potential renewable systems that have been considered.   Ownership   * Identify suitable land and buildings, ownerships, type (green or brown field), flood risk, environmental protections, easements and Rights of Way * Clarify related legal and lease negotiation issues   Planning   * Assess fit with planning policy * Opportunities and risks/constraints   Grid connectivity   * Wessex Water – clarify the prospects for the successful outcome of a PPA negotiation; * Identify other corporate sleeved or synthetic PPA options * Licence exempt supply options * Assess with Western Power Distribution the suitability/availability of the grid connection, likely cost, and G99 application feasibility   Technical and financial feasibility   * Ground mount and roof top solar: current and prospective condition of relevant land and buildings, and potential owner engagement * EV charging and battery storage, and other energy storage options – community and visitor utilisation   Finance   * Capital and revenue expenditure scenarios * Funding gaps, mitigation and alternative source options * Indicative returns on investment * Community ownership and finance strategy * Community engagement, partnership and participation strategy * Develop plan for re-investment of surplus revenue * Identify social value and local economic benefit and develop the plan for maximising this during construction and operation   Preliminary conclusions   * Risk assessment * Sensitivity analysis * Charging mechanism * Options and indicative cost summary * Target submission date: 14th January 2022 |
| 3 | Address legal, technical and planning constraints | * Ground mount solar: scope the planning, land and PPA agreements * Roof-top solar: preliminary surveys, assess lease and PPA constraints and potential agreements * Battery and EV charging: outline design and procurement options * Planning: pre application advice (note: Planning Agent input is available to assist, if required) |
| 4 | Feasibility Study report | * Evaluate the preferred option(s) * Benefits appraisal * Project funding from Town Deal and community investment * Key contractual arrangements * Conclusions and recommendations * Preferred Way Forward identified * Produce Report – target submission date: 28th February 2022   Project viability assessed at end of this stage. This will inform the MDC’s Town Deal Support Team on whether stages 5-7 continue. |
| 5 | Help build the Town Deal Business Case contents and finalise ACE’s Business Plan | * Planning: prepare designs, maps & drawings for outline approval (application management via the Town Deal Programme’s Planning Agent) * Grid connectivity: WPD grid offer and budget estimate * Legal: negotiate PPAs and leases heads of terms * Legal: brief and receive advice and draft documentation * Operational monitoring: identify the most appropriate installation solution * Finance:   + Capital and revenue requirements from Town Deal   + Community investment funding approach through for example withdrawable share capital.   + Forecast funding flows from community investors   + Net effect on ACE balance sheet, income and expenditure   + Cash flow forecast over life of installations   + Rationale for and return on investment   + Overall affordability and funding   Target submission date: April 29th, 2022 |
| 6 | Assignment review | * Refinements to the Plan * Lessons learnt - to inform the implementation process * Benefits delivered to-date and future benefits forecast * Conclusions   Target submission date: May 6th, 2022 |
| 7 | Preparation | * Planning, prepare designs, maps & drawings for full approval (application management via the Town Deal Programme’s Planning Agent) * Grid connection: commission G99 documentation including technology selection and electrical layout * Legal: negotiate final draft legal and commercial agreements * Procurement: negotiate pre-contract deal with prospective build contractor and specialist technical support   Target submission date: by May 27th, 2022   * Respond to queries as needed   Target completion date: by June 30th, 2022 |

NOTE: This assignment is Phase 1 only, i.e. the pre-construction phase. Subject to the successful outcome of Phase 1, including securing planning permission, it is anticipated that Phase 2 (the installation and delivery of the capital scheme) will start from circa late 2022 and will be completed by the end of the grant availability period, i.e. by 31/03/2026.

### Division of responsibilities envisioned

ACE and the Assignment contractor have a shared aim, and responsibility, to achieve the successful outcome of the Assignment. With this in mind, ACE will seek throughout to work with the contractor in the spirit of partnership.

ACE will therefore collaborate with the contractor in the process of advising, reviewing and monitoring progress on the Assignment Deliverables – as set out in Section 5.

Further, ACE recognises that, in order for the contactor to be able to manage their time effectively, it will be important to define agreed expectations around the boundaries of the Assignment. This issue arises particularly because all 12 Town Deal Projects have a genuine interest in exploring the potential for harnessing renewable energy in order to minimise their respective carbon emissions.

So, whilst the contractor will be expected to consult all relevant stakeholders to fulfil the aims of the Assignment, ACE will take responsibility also for liaison with the Town Deal Board, MDC and the Projects concerning:

1. the development and oversight of the business planning process
2. the implementation of the Project
3. strategic renewable energy supply and demand issues arising
4. governance arrangements for allocation of surplus revenue streams which arise from both Government funding and from community investment for:
   1. Project reinvestment and development
   2. community benefit - for distribution through:
      1. the Town Deal Legacy Body (TBA)
      2. ACE Community Benefit Fund

### Contractor capability expectations

NB: Whereas the selected contractor will be a single entity able to offer the required range of capabilities, we are open to this being in the form of a firm, +/- associates, or a consortium.

Key selection evaluation criteria

We envisage this assignment being undertaken by an entity which is able to offer:

1. first-hand experience of community energy development and delivery
2. demonstrable expertise in the disciplines involved in successful renewable energy project development and delivery
3. a track record of successful completion of similar assignments and credentials in support
4. assurance re continuity of Assignment leadership
5. best consideration of quality versus price ratio
6. capacity to complete the assignment on time and on budget
7. competences – as set out below

Experience

* + Community energy – organisational structures, governance, financing opportunities, strategies and constraints
  + Renewable energy – assessment of the technical and financial options, constraints, methodologies, protocols
  + Feasibility assessment and business plan development - preparation of information required to inform the relevant components
  + Briefing and commissioning specialist legal, planning, ecology and landscape consultants in delivering commercial agreements and planning approvals

Knowledge

* + Energy markets – sleeved, synthetic, private wire, rooftop PPA structures, wholesales markets, exempt supply licence requirements and opportunities
  + An appreciation of the requirement to correlate the above with developing the “Green Book” Economic, Commercial and Financial Business Cases
  + Understanding the capital, revenue and whole life costs of the scheme and of how the investment will impact upon the balance sheet, income and expenditure

Skills

* Effective Project Management systems designed to deliver predetermined time, cost and quality parameters
* Planning – scheduling and monitoring progress against time, cost and quality criteria
* Identifying risks and issues to the required outcomes and benefits and putting in place mitigation actions to keep to agreed time, costs and quality.
* Engaging and managing relationships with multiple stakeholders
* Providing regular and, if required, ad-hoc reports the governing body on progress against time, cost and quality, noting overall project status, milestones, risks, issues, dependencies  proposals for remedial actions if required

Aptitudes

* Enthusiasm for realising the vision
* Adept at communicating with multiple stakeholders
* Experience of working with communities and community energy projects
* Collaboration, convening, consulting, negotiating

# Supplier information

All questions in this section must be answered.

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Information** | | | |
| **3.1 Supplier details** | | **Answer** | |
| Full name of the Supplier completing the questionnaire | |  | |
| Registered company address | |  | |
| Registered company/charity or other organisation number | |  | |
| Registered VAT number | |  | |
| Name of immediate parent company | |  | |
| Name of ultimate parent company | |  | |
| Please mark ‘X’ in the relevant box (highlight and overtype the box with an ‘X’) to indicate your trading status | | i) a public limited company | ▢ Yes |
| ii) a limited company | ▢ Yes |
| iii) a limited liability partnership | ▢ Yes |
| iv) other partnership | ▢ Yes |
| v) sole trader | ▢ Yes |
| vi) other (please specify) | ▢ Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | | i)Voluntary, Community and Social Enterprise (VCSE) | ▢ Yes |
| ii) Small or Medium Enterprise (SME) | ▢ Yes |
| iii) Charity | ▢ Yes |
| iv) Sheltered workshop | ▢ Yes |
| v) Public service mutual | ▢ Yes |
| **3.2 Contact details** | | | |
| Supplier contact details for enquiries about this Quote | | | |
| Name |  | | |
| Postal address |  | | |
| Country |  | | |
| Phone |  | | |
| Mobile |  | | |
| E-mail |  | | |
| Are you aware of any potential conflict of interest? (Yes / No) |  | | |
| If yes, please explain |  | | |
| **3.3 Contact details (invoicing)** | | | |
| Supplier contact details for enquiries about invoicing. These details will be used to generate an invite to the named contact for them to enroll your organisation as a supplier to the Council. | | | |
| Name |  | | |
| Telephone number |  | | |
| Email address |  | | |
| **3.4 Collaboration** | | | |
| Are you submitting a collaborative Quote? | [Y / N] | | |
| If yes, please ensure that all sections are completed by the lead bidder. Please ensure that only one Quote is completed and returned to the Council, which consolidates the offering from any other party/ies you are quoting with. Please provide the name(s) of the organisation(s) you are collaborating with: | | | |
|  | | | |
| **3.5 Additional information** | | | |
| Does your company voluntarily subscribe to the Real Living Wage? | [Y / N] | | |
| If you have supplied works/services/goods to the Council in the last 12 months, please supply your vendor number or your service contact name at the Council. If you have not, please mark as N/A. | | | |
| Vendor number |  | | |
| Service contract name |  | | |
| Please indicate which **one** of the following you would be willing to provide:  **(please indicate which one by ticking the relevant box)** | | | |
| *A copy of your audited accounts for the most recent two years* | ▢ Yes | | |
| *A statement of your turnover, profit & loss account, and cash flow for the most recent year of trading* | ▢ Yes | | |
| *A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position* | ▢ Yes | | |
| *Alternative means of demonstrating financial status if trading for less than a year* | ▢ Yes | | |

# Suitability Assessment

These questions are subject to Pass/Fail criteria. Should you fail on any individual question, your Quote will be disqualified and will not progress any further. The Council may, at their discretion, investigate any of the answers post-quote submission.

|  |  |  |
| --- | --- | --- |
| **Suitability Assessment Questions (Pass/Fail)** | | |
| 4.1 | The Contractor confirms their latest annual turnover is greater than £200,000 (if your company is less than 12 months old please confirm your extracted accounts from your Parent Company meet the minimum Turnover threshold). If you are the preferred bidder following evaluation you will have to provide a copy of your company accounts to support this | ▢ Confirm |
| 4.2 |  | N/A |
| 4.3 | The Contractor confirms that none of their Directors or relatives has been, or is presently, a Member of the Council or an employee of the Council. | ▢ Confirm |
| 4.4 | The Contractor confirms that no legal proceedings are in progress that might affect the performance of the contract obligations and that your organisation has not been prosecuted under EU/UK law in the last three years. | ▢ Confirm |
| 4.5 | The Contractor confirms that, if awarded the contract, they are willing to have the levels of insurance cover stipulated in Section 2.1. If you are the preferred bidder following evaluation you will have to provide a copy of your insurance certificates. | ▢ Confirm |
| 4.6 | The Contractor confirms their Organisation complies with UK Health and Safety legislation. If you are the preferred bidder following evaluation you will have to provide a copy of your Health and Safety Policy. | ▢ Confirm |
| 4.7 | The Contractor confirms they have not been prosecuted for Health and Safety offences in the last 3 years.  If you have been prosecuted, you must confirm you have implemented procedures to rectify the issues identified. If you are the preferred bidder following evaluation you will have to provide a copy of the evidence. | ▢ Confirm  ▢ Confirm (procedures implemented) |
| 4.8 | The Contractor confirms their Organisation and any of their subcontractors comply with the Equality Act 2010 and work within any requirements of The Council’s Equality duties. | ▢ Confirm |
| 4.9 | The Contractor confirms that none of their Directors or Organisation has been prosecuted (or has a pending prosecution) under the Bribery Act 2010.  NB Where any person acting on behalf of the contractor:   1. Offers, gives, or agrees to give, any Member or officer of the Council consideration of any kind as an inducement or reward with respect to the contract, or 2. Commits any offence under the Bribery Act 2010,   the contract will be cancelled and any loss recovered. | ▢ Confirm |
| 4.10 | The Contractor confirms that, if they are the preferred bidder following evaluation, they will provide, upon request, the relevant references. | ▢ Confirm |
| 4.11 | The Contractor confirms that if using subcontractors, they will abide by the Payment Terms of the Contract. | ▢ Confirm |
| ***If selected as the preferred Bidder, the Contractor must be able to provide all evidence relating to these criteria within 5 working days of being notified to this effect.*** | | |

# 

# Quality (Technical Questions)

|  |  |  |
| --- | --- | --- |
| **Quality Questions** | | |
| The Technical Questions will form your quality assessment.  All questions must be answered in this section within the response boxes provided in this document unless otherwise stated. Responses submitted in alternative formats and templates will be rejected. | | |
| 5.1 | | What is your experience in developing and delivering community energy projects? How have you built in social value and other wider benefits? (max 1,200 words) |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.2 | | Provide details of your track record in the renewable energy sector and further explain how you have successfully completed similar assignments (max 1,200 words) |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.3 | | What is your experience of working on renewable energy solutions within the context of protected buildings and landscapes? (max 750 words) |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.4 | | What is your knowledge & experience of building (a) HM Treasury 5 Case Business Cases and/or (b) Business plans; or directly feeding into them? (max 1,000 words) |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.5 | How will you engage with the ACE Project Team, the Town Deal Support Team, key stakeholders and other project in the TIP? (max 750 words) | |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.6 | Confirm your team structure and demonstrate staff qualifications & experience. Please explain how you will ensure that you can maintain capacity to deliver this assignment (such as continuity of assignment leadership, delivery approach and ability to meet deadlines) and if you intend to engage any subcontractors? (max 1,200 words) | |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.7 | How will you ensure this Assignment has the best chance of progressing successfully to, and beyond, stage 4 Feasibility Study Report? (max 750 words) | |
| **CONTRACTOR RESPONSE** | | |
|  | | |

# Health & Safety

Not applicable

# Previous Experience

|  |  |
| --- | --- |
| **Previous Experience** | |
| The Bidder shall include details of previous experience of at least one contract relevant to this activity, which is either still running or has been completed within the last three years. | |
| **BIDDER RESPONSE** | Example One |
| Company Name |  |
| Address |  |
| Contact Name |  |
| Telephone No. |  |
| Email |  |
| Description of the work carried out  (word count 200 words) |  |
| Approximate annual contract value (£) |  |
| Contract start and end date |  |

Suppliers should note that we will seek a reference from your example if you are interviewed.

# Pricing

All pricing submissions must be submitted within this section in the response boxes provided below.

Additionally, you will submit a Pricing Support Document which clearly shows how the costs for each element in the Pricing Table have been constructed.

This is a most economically advantageous Quote, with 65% awarded for quality/capability and 35% for the price of the service.

Please note that the values you enter here within this pricing schedule are:

* the full amount to invoice the Council for - no other expenses will be accepted e.g. travel, food, vehicles, equipment, or tools. The price shall include all profit, transport, labour, materials, fuel, insurance, and all other expenses of every kind which, under the Conditions of the Contract, are borne by the Supplier. All prices should be net of VAT.
* for all hours of all days - no uplifts will be allowed for bank holidays, weekends or unsociable hours unless otherwise stated.
* fixed for the contract term.

**Please note, all submitted prices are excluding VAT**

|  |  |
| --- | --- |
| **Price** | |
| **BIDDER RESPONSE (PASS/FAIL QUESTION)** | |
| Please confirm you have completed the five cost cells below? | ▢ Yes  ▢ No |
| Please confirm you have attached your Pricing Support Document | ▢ Yes  ▢ No |
| Bidders must provide a response to each of the items set out below. | |
| Item Description | Itemised Cost £(Excluding VAT) |
| Preparation and production of Preliminary Conclusions (end of stage 2) |  |
| Completion of feasibility study report by (end of stage 4) |  |
| Completion of Business Case/Business Plan contents (end of stage 5) |  |
| Contract completion (end of stage 7) |  |
| **Total Cost** |  |

# Legal Compliance

|  |  |
| --- | --- |
| Legal Compliance | |
| The following documents will form any subsequent binding agreement | |
|  | Form of Contract:  MDC Terms & Conditions |
|  | Agreement:  The additional documents which make up the agreement are the RFQ submission, Pricing Table, Instructions to Bidders, Preliminaries, Preambles, General Requirements, Clarifications, and any other relevant documents |
|  | Council address:  Jane Sharp  Programme Manager - Glastonbury Town Investment Plan  Mendip District Council  Council Offices, Cannards Grave Road  Shepton Mallet#  Somerset  BA4 5BT |
| Review Meetings:  Monthly meetings and ad hoc meetings, as and when required |
| Possible Extension of Term:  No contract extensions |

# Data Processing Schedule

Not applicable

# Bidder’s Warranties

Please confirm your organisation’s acceptance of the terms of this RFQ by ticking the relevant boxes below:

**Please note, should you make a submission, it will be deemed that you have accepted the below documents. Printed names are suitable signatures.**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| We have read the RFQ documents and subject to, and in accordance with, the Council’s Purchasing terms and conditions, the Conditions of Quote and all relevant documents attached, we offer to supply and deliver the services specified in this Quote, in the quantities and at the rate or prices shown above. |  |  |
| We confirm our submission together with the Council’s written acceptance thereof and any subsequent Contract and/or Purchase Order and/or Works Order and/or Service Schedule shall constitute a binding Contract between us. |  |  |
| We agree to abide by this submission and agree to its validity and enforceability for a period of 90 days from the date of return of this submission. |  |  |

# APPENDIX A – Additional Works Terms and Conditions

Not applicable

# APPENDIX B – Terms & Conditions

**CONSULTANCY AGREEMENT FOR [ ] SERVICES**

Made the day of 21

BETWEEN

(1) MENDIP DISTRICT COUNCIL of [address] Somerset (“the Client”)

AND

(2) [ ] (registered company number) of [ ] (“the Consultant/ or other term”)

**WHEREAS**

A. The Client is undertaking the [ ] (“the Project”).

C. The Client has resolved to engage the services of the Consultant as a consultant to the Project (subject to relevant resolutions etc).

D The Client has agreed to enter into this Agreement as part of its powers and obligations under [xxxxxx[[1]](#footnote-1)].

**NOW IT IS HEREBY AGREED**

1. **DEFINITIONS AND INTERPRETATION**

|  |  |
| --- | --- |
| “Additional Fees” | means the charges set out in Part II of Schedule 2 which may be chargeable by the Consultant for any Additional Services |
| “Additional Services” | means any services in addition to the Consultancy Services which are agreed in accordance with Part II of Schedule 1 |
| “Client’s Representative” | means the [ ] Officer employed by the Client |
| “Commencement Date” | means the date of this Agreement |
| “Confidential Information” | means all information properly and reasonably designated as such by either party (but having due regard to the requirements of the Freedom of Information Act 2000 and guidance issued in connection therewith) in writing together with all other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party, records relating to the recipients of the Client’s services and information which may reasonably be regarded as the confidential information of the disclosing party and which, if disclosed, would constitute a breach of confidence. |
| “Consultancy Services” | means the services to be provided by the Consultant as set out in Schedule 1 |
| “Contract” | means the contract or contracts to be entered into between the Client and a contractor or contractors for the works required as part of the Project |
| “Material Breach” | means the following breaches of this Agreement which shall be treated as a breach of condition - |
|  | * by the Consultant which, in the opinion of the Client, delays or obstructs [the Timetable[[2]](#footnote-2)] or the Project without any reasonable explanation provided by the Consultant |
|  | * by the Client in persistently failing to pay the charges as set out in Clause 6. |
| “Consultant’s Fee” | means the fixed fee set out in Part I of Schedule 2 which shall be charged by the Consultant for the Consultancy Services |
| *“Timetable”* | *means the projected timeframe for undertaking and completing the Project prepared by the Client showing the deadlines for completion of the various stages and which may be varied at the sole discretion the Client* |

1. **The Services**
   1. The Consultant will carry out the Consultancy Services in accordance with the Standard Conditions which shall be varied to include the provisions of the Schedule and the terms of this Agreement and in any conflict between the Standard Conditions and this Agreement the latter shall take precedence.
   2. The Consultant shall, in the performance of the Consultancy Services, exercise the skill, care and diligence reasonably to be expected of a Consultant holding himself out as being competent to perform such services and within the normal standards of the Consultant’s profession.
   3. The Consultant shall make no material alteration or addition to or omission from the Consultancy Services without the knowledge and consent of the Client except in case of emergency when the Consultant shall inform the Client without delay.
   4. The Consultant shall inform the Client as soon as possible upon its becoming apparent that there is any incompatibility between any aspects of the Project or between any aspect of the Project, the Project Cost and the Timetable or any need to vary any part of them.
   5. The Consultant shall inform the Client as soon as possible on its becoming apparent that the Consultancy Services and/or the fees and/or any other part of the Consultant’s appointment and/or any other information or approvals need to be varied and the Consultant shall confirm in writing any subsequent agreement reached.
   6. The Consultant shall give notice in writing to the Client of any circumstances which make it impracticable for the Consultant to carry out any of the Consultancy Services in accordance with the Timetable.
2. **Suspension of Services**
   1. The Client may suspend the performance of any or all of the Consultancy Services by giving reasonable notice in writing to the Consultant.
   2. If the Consultant has not been given instructions to resume any suspended Service within six months from the date of suspension, the Consultant shall request in writing such instructions. If such instructions are not received within 28 days of the written request, the Consultant shall have the right to treat this Agreement as terminated.
3. **Consultant’s Authority**

The Consultant is hereby granted full authority to act on behalf of the Client for all purposes in relation to the Project provided that the Consultant shall not, without the approval of the Client:

* 1. appoint or determine the appointment of any contractor or other consultant;
  2. waive the Client’s rights against any contractor or other consultant;
  3. execute a document on behalf of the Client;
  4. knowingly do anything which would delay the Project;
  5. except in an emergency, knowingly do anything which would increase the cost of the Project [*beyond that previously agreed[[3]](#footnote-3)*]

1. **Liability of Consultant**

In its performance of the Consultancy Services, the Consultant shall accept full responsibility for and shall indemnify the Client, from and against the following claims subject always to the obligation to mitigate loss:

* 1. All claims whatsoever and howsoever arising which may at any time during the Project and for 12 months following termination of the Agreement be made which arise out of accidents to the Consultant’s staff or the staff of any agent or sub-Consultant and/or loss or damage to the Consultant’s property and the property of any agent or sub Consultant and its staff;
  2. all third party claims and all liabilities of whatever nature arising from the performance of the Services and all liabilities of whatever nature caused by the negligence of the Consultant;
  3. all loss or damage caused to any land, building or chattel in the ownership, occupation or possession of or partial occupation or possession of the Client by an employee or agent of the Consultant

1. **Consultant’s Charges**
   1. The Consultant’s Fees shall be paid by the Client within 28 days of receipt of an invoice prepared by the Consultant and such fee may, if agreed between the parties, be split into two or more interim payments to be paid during the Project.
   2. The Consultant’s Fees shall include all expenses and disbursements incurred by the Consultant in the performance of the Consultancy Services.
   3. Where Additional Services are requested by the Client the Consultant shall be at liberty to charge the Additional Fees for carrying out the Additional Services and the Client shall pay the Additional Fees within 28 days of receipt of an invoice for the same.
   4. Where the Client disputes any invoice which has been presented in accordance with this clause 6, they shall notify the Consultant in writing within 14 days of receipt of that invoice and the Consultant and the Client’s Representative shall meet as soon as practicable following that notice to resolve the dispute. In the event that this meeting fails to resolve the dispute, the dispute resolution provisions of clause 13 shall apply.
   5. Any invoice which remains unpaid for a period of 12 weeks, and which has not been disputed by the Client in accordance with clause 6.4 above, shall attract interest at 4% above the rate equivalent to the base rate of the Bank of England as shall apply at the time when the sums first became due.
   6. On suspension or termination of this Agreement the Consultant shall be entitled to payment of any invoice previously submitted and not disputed PROVIDED THAT this entitlement shall not apply where, in the opinion of the Client, the suspension or termination has been caused by a Material Breach on the part of the Consultant and the Client has notified the Consultant of this opinion.
   7. All fees, expenses and disbursements under this Agreement are [inclusive/exclusive] of valued added tax and any value added tax on the Consultancy Services shall be paid by the Client.
2. **Warranties and Representations**

The Consultant warrants and represents that:-

* 1. it has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Consultant;
  2. it shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures;
  3. all obligations of the Consultant pursuant to the Agreement shall be performed and rendered by appropriately experienced, qualified and trained staff with all reasonable skill, care and diligence;
  4. the Consultant is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Agreement.

1. **Compliance with Council Policies**
   1. The Consultant represents that they are familiar with the Client’s policies on [*Whistle-blowing, Anti-Fraud and Corruption and Safeguarding Children and Vulnerable Adults[[4]](#footnote-4)*] (copies of which have been provided) and in particular the Client’s obligations under the Prevent duty (being the Client’s duty to have due regard to the need to prevent people from being drawn into terrorism under the Counter-Terrorism and Security Act 2015 (“the 2015 Act”)). The Consultant acknowledges receipt of the details of the Client’s Prevent Lead (as defined under the 2015 Act).
   2. The Consultant undertakes that they will comply, and they shall require the Consultant’s personnel/staff/servants/agents[[5]](#footnote-5) to comply, at all times with such policies or such replacement policies as shall be adopted by the Client and made available to the Consultant.
   3. The Consultant shall (at no additional cost to the Client) comply with all relevant Council Policies as notified to the Consultant where “Council Policies” means all policies adopted by the Client which the Client is under no legal obligation to impose upon the Consultant.
   4. The Consultant shall make all reasonable efforts to ensure that all personnel/staff/servants/agents involved in the provision of the Services have adequate knowledge of and training in respect of all relevant Council Policies accepted and/or binding upon the Consultant in accordance with the provisions of this clause.
2. **The Client’s Obligations**
   1. The Client will provide the Consultant with copies of all [documents] relating to the Project including and any other information reasonably and necessarily requested by the Consultant in the course of carrying out the Consultancy Services and all at such times as shall allow the Consultant to comply with the Timetable.
   2. The Client accepts that the Consultant will rely on the accuracy, sufficiency and consistency of the information supplied by the Client.
   3. The Client will pay the professional fees of the Consultant in accordance with clause 6 above.
   4. The Client will provide the Consultant with the name and contact details of the Client’s Representative and shall ensure that, as far as is reasonably practicable, all instructions to the Consultant go through the Client’s Representative.
3. **Insurance**
   1. The Consultant shall procure and maintain at a [minimum of £2 million] during the Project professional indemnity insurance with a reputable insurer and shall produce evidence of such policies, including premiums paid upon request by the Client.
   2. The Consultant shall procure and maintain at a [minimum of £5 million] during the Project public liability insurance with a reputable insurer and shall produce evidence of such policies, including premiums paid, upon request by the Client.
   3. The Consultant shall procure and maintain at a [minimum of £5 million] during the Project employer’s liability insurance with a reputable insurer and shall produce evidence of such policies, including premiums paid, upon request by the Client.
4. **Confidentiality**
   1. Each party shall at all times use its best endeavours to keep confidential (and to procure that its employees and agents shall keep confidential) any Confidential Information which it or they may acquire in relation to the business and affairs of the other party to this Agreement and shall not use or disclose such information except with the consent of the other party or in accordance with the order of a court of competent jurisdiction.
   2. Without prejudice to the generality of Clause 11.1 neither the Consultant nor any person engaged by it whether as an employee, servant, agent or sub-contractor shall use the confidential information for the solicitation of business from the Client.
   3. The obligations contained in this Clause 11 shall continue in force notwithstanding termination of this Agreement howsoever occasioned.
5. **Copyright**

Copyright in all documents and drawings prepared by the Consultant as part of the Consultancy Services shall be governed by clause 6 of the Standard Conditions.

1. **Data Protection and Freedom of Information**
   1. The Consultant acknowledges the duties and obligations of the Client under the provisions of the Data Protection Act 2018 (as amended) and shall comply in all respects with it and all regulations made under that Act[[6]](#footnote-6).
   2. The parties shall co-operate with each other so as to ensure compliance with the Freedom of Information Act 2000 (“FOIA”). In the event that the Client is required to provide information to any person as a result of a request made to it under FOIA and the Consultant holds information which, within the meaning of FOIA, is under the control of the Client;
      1. the Consultant shall respond in a timely manner (time being of the essence) to a request from the Client for such information; and
      2. subject to the operation of the exemptions specified in FOIA the Client shall have the right to disclose information relating to this Agreement and the Consultant.
2. **Dispute Resolution**
   1. All disputes or differences which shall at any time arise between the parties touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement (“the Dispute”) shall first be referred to a meeting of the Client’s Representative and the Consultant for resolution PROVIDED THAT if that meeting fails to reach agreement the Dispute may be referred to the more senior officers or members of the Client for further discussion and resolution.
   2. In the event that the parties fail to resolve the Dispute amicably it shall be referred to a process of mediation to be agreed upon by the parties (which may include the procedure set out in clause 14.3 below)[[7]](#footnote-7).
   3. In default of any such agreement between the parties the Dispute shall be referred to a mediation process in accordance with the Centre for Effective Dispute Resolution’s Model Mediation Procedure.
3. **Termination**
   1. Unless terminated earlier in accordance with this clause 15 this Agreement shall terminate by process of law upon completion of the Project.
   2. *Termination by Notice[[8]](#footnote-8)*

Without prejudice to any other rights or remedy they may have, either party may terminate this Agreement by giving [xx weeks/months] written notice to the other party.

* 1. *Termination in Default*

Without prejudice to any other right or remedy it may have either party may terminate this Agreement at any time by notice in writing to the other party (“Other Party”), in the following circumstances:

* + 1. if the Other Party is in breach of this Agreement where the breach is a Material Breach and, in the case of a Material Breach capable of remedy within 30 days the breach is not remedied within 30 days of the Other Party receiving notice specifying the breach and requiring it to be remedied; and/or
    2. if the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the (other than voluntarily for the purpose of solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party’s’ assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
  1. In addition to their rights under this clause the Client has the absolutely right to terminate this Agreement if the Consultant commits any breach under clause 16.
  2. Either Party reserves the right to claim damages against the Other Party for any loss suffered as a result of such an action as described in clause 15.3 above being carried out by the Other Party or any person acting on the Other Party’s behalf.

1. **Anti-Bribery [[9]](#footnote-9)**

The Consultant shall:

* 1. comply with all applicable laws statutes regulations and policies of the Client relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (‘Relevant Requirements’);
  2. not engage in any activity practise or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity practise or conduct had been carried out in the UK;
  3. not offer, or give or agree to give, to any person employed by, or in the service of the Client any gift, consideration or reward of any kind as an inducement for doing, or promising to do or for having done or promising to do, any action in relation to the obtaining or the execution of this agreement or for showing or promising to show favour or disfavour to any person, in relation to this agreement or if the like acts shall have been done by it, or person employed by it or acting on its behalf (whether with or without the Consultant’s knowledge);
  4. comply with any policies on anti-bribery as the Client may update the Consultant with from time to time (‘Relevant Policies’);
  5. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 16.2 and will enforce them where appropriate;
  6. promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
  7. immediately notify the Client if a foreign public official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant and the Consultant warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement; and
  8. ensure that any person associated with the Consultant who is performing services in connection with this agreement does so only on the basis of a written agreement which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause (‘the Relevant Terms’). The Consultant shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.

1. **Notices**

Any notice to be served on either of the parties by the other shall be sent by first class registered post to the address of the relevant party shown at the head of this Agreement or by facsimile transmission and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct facsimile number or electronic mail number of the addressee (with correct answerback).

1. **Severance**

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Consultant it may be severed from this Agreement

1. **Waiver**

The failure by either party to enforce at any time or for any period any one or more of theterms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

1. **Force Majeure**

Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

1. **Variation**

This Agreement may not varied except by an instrument in writing agreed in full and signed by the parties.

1. **Assignment**

This Agreement and all rights under it may be assigned or transferred by the Client to any other organisation or body at the discretion of the Client who shall give the Consultant 21 days’ notice in writing of any such assignment

1. **Law Applicable**

This Agreement is made under and shall be governed by English Law.

1. **Third Parties**

The provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) shall not apply to this Agreement.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written

**SCHEDULE 1[[10]](#footnote-10)**

**Part 1 - The Consultancy Services**

RFQ/ BRIEF & Specification

Response / Proposal from Consultant

**Part II - Additional Services**

1. The Consultant shall notify the Client if at any time the Consultant considers that Additional Services are required, specifying what he considers are required and why and the Client may authorise the Consultant to carry out such Additional Services PROVIDED THAT the Consultant shall not carry out, and the Client shall not be responsible for any fees arising out of, any Additional Services which have not been so authorised.
2. Notwithstanding paragraph 1 above, the Client may at any time request that the Consultant perform Additional Services which the Consultant is competent to perform
3. The Client may at any time before issuing an instruction under paragraphs 1 or 2 above provide the Consultant with a description of Additional Services which the Client may require the Consultant to perform. In that event, the Consultant shall provide his assessment to the Client as to whether and to what extent the performance of such Additional Services would have an impact on the Project and provide an estimate of the Additional Fees which he would require for performing the Additional Services.
4. If the Client accepts the Consultant’s estimate under paragraph 3 or the parties agree a revised estimate and the Client issues an instruction in respect of such Additional Services, the amount of such estimate or revised estimate shall for all purposes be the Additional Fees to which the Consultant shall be entitled in respect of such Additional Services.
5. In the event that no agreement on an estimate is reached under paragraph 4, the Additional Fees in respect of Additional Services instructed by the Client shall be a fair and reasonable sum agreed between the Client and the Consultant.

**SCHEDULE 2**

**Part 1 – The Consultant’s Fee**

£[[11]](#footnote-11)

**Part II – the Additional Fees[[12]](#footnote-12)**

Any Additional Services agreed in accordance with Schedule 1 above shall be charged by the Consultant in accordance with the arrangements set out in Schedule 2 above PROVIDED THAT the Consultant shall not charge for any Additional Services where such fees to be charged have not been previously confirmed in writing by the Client.

# APPENDIX C – Pricing Support Document

Attach your Pricing Support Document here, or otherwise attach to your submission.

# APPENDIX D – Form of Quote

To: Mendip District Council

Cannards Grave Road

Shepton Mallet

Somerset

BA4 5BT

Having examined the specifications for the supply of Services detailed in this RFQ, we offer to supply the said Services in conformity therewith for the sums as may be ascertained in accordance with the Quote documents.

I/We ...............................................................................................................................

**(Insert the full name of the Bidder including 'Ltd.' 'PLC' or as the case may be.**

**N.B. if the legal name is a business name not followed by 'Ltd.' or 'PLC' or a similar expression, please state the legal nature of the bidder e.g. partnership or incorporated unlimited company.)**

Of .................................................................................................................................

…………………………………………………………… **(Insert address)**

or being a company registered in England/Scotland (delete as applicable)

.......................................................... **(Insert other country of incorporation)**

whose registered number is ……………………... **(Insert company registration number)**

and whose registered office is at **(Insert registered address of company)**

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

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

I/We acknowledge that unless, and until, this Quote is incorporated in a Form of Quote prepared by the Council's Solicitor and executed by the Council, there shall not be a binding contract between me/us and the Council.

We understand that you are not bound to accept the lowest or any Quote you may receive, and that more than one Quote may be accepted or part of one Quote may be accepted, all at the discretion of the council.

Dated: ......................................

Signed: ......................................

Full name of signatory: .......................................

Capacity of signatory: ........................................

On behalf of: (full name of Bidder) ........................................

# APPENDIX E – Certificate of Bona Fide Quote

I have examined the Council's requirements and proposed terms and conditions and hereby offer to enter into a contract with the Council for the required services and at the rates and prices set out in my enclosed technical and pricing proposal, subject to any comments marked up on the draft contract.

I furthermore warrant that:

* I have the required corporate authority to sign this Quote;
* There has been no breach of the Council's confidentiality requirements;
* There is no conflict of interest in our proposed delivery of this service;
* There has been no collusion with other Bidders or Quotes;
* There has been no canvassing of the Council’s staff;
* The Quote shall remain open for acceptance by the Council for a period of 90 days after the due date for return of Quotes.

|  |  |
| --- | --- |
| **Signed** | [Please complete] |
| **Name** | [Please complete] |
| **Date** | [Please complete] |
| **Role** | [Please complete] |
| **Authorised to sign Quotes on behalf of [organisation name]** | [Please complete] |

# APPENDIX F – Collusive Quote Certificate

To: Mendip District Council

Cannards Grave Road

Shepton Mallet

Somerset

BA4 5BT

I/we certify that this is a bona fide Quote, and that I/we have not fixed or adjusted the amount of the Quote by or under or in accordance with any agreements or arrangement with any other person. I/we certify that 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 Quote, any of the following acts: -

* communicating to a person, other than the person calling for this quote, the amount or approximate amount of the proposed Quote, except where disclosure, in confidence, of the approximate amount of the Quote was necessary to obtain insurance premiums required for the preparation of the Quote;
* entering into any agreement or arrangement with any other person that he shall refrain from quoting or, as to the amount of any Quote to be submitted;
* offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bidder/Quote or proposed Bidder/Quote for the said work any act or thing of the sort described above.

In this certificate, the word “person” includes any persons and anybody or association, corporate or unincorporate; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

**Dated the ……………… day of ………………………… 2021**

**SIGNED …………………………………………………………**

**(On behalf of ……………………………………………..)**

**Signed Confirmation**

I/We undertake that the information supplied in this document is complete and accurate and that the organisation has read and accepted the Council’s terms and conditions.

**Print Name:**

**Position:**

**Date:**

# APPENDIX G – Freedom of Information Act Exemption

## Guidance

The Council encourages its Contractors to take their own legal advice about the FoI Act. The Council shall not be held liable for any actions claims or costs howsoever arising.

The Council considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore may be subject to the Public Interest test:

* Trade secrets; or
* Financial, commercial, scientific, technical, or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
* Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
* Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and these would therefore not, normally, be disclosed.

The Council is obliged to consider whether something, which its Contractor claims is confidential, is truly confidential. In those instances where the Council does not agree with the exemption claimed, it will always consult with the Contractor before disclosing the information.

Where the Council decides to release such information, it will only do so in the following circumstances:

* Where the Contractor consents; or
* Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question); or
* Where the Contractor has been advised, at the time that the information is received, that the information will be released; or
* Where the Council believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Contractor will be sought in advance of a decision being made. Where the Contractor refuses to agree to disclosure of the information, the Contractor can refer the matter to the Information Commissioner at the Contractor’s expense.

**NB: Contractors should note that claiming blanket confidentiality of Quote documentation breaches current Government guidelines provided to the Council and will not be accepted, therefore rendering the entire Quote documentation disclosable under the FoI Act.**

## Procedure

Please specify below the relevant clauses or documentation containing the information you claim is exempt.

Each document claimed under the exemptions should be clearly marked as “Confidential” or “Commercially Sensitive”.

**CONFIDENTIAL INFORMATION:**

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| --- | --- |
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|  |  |
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**COMMERCIALLY SENSITIVE INFORMATION:**

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| --- | --- |
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|  |  |
|  |  |

|  |  |
| --- | --- |
| Signed | Position |
| Print Name | Date |

# APPENDIX H - RFQ Submission Checklist

|  |  |  |
| --- | --- | --- |
| **Document** | **Requirements** | **Checked** |
| RFQ Document | Bidder response fields (yellow) completed | ▢ Yes |
| Pricing Support Document | Fully completed and included in submission pack | ▢ Yes |
| Form of Quote | Fully completed and signed and included in submission pack | ▢ Yes |
| Certificate of Bona Fide Quote | Fully completed and signed and included in submission pack | ▢ Yes |
| Collusive Quote Certificate | Fully completed and signed and included in submission pack | ▢ Yes |
| Freedom of Information Act 2000 Exemption Form | Fully completed and signed and included in submission pack | ▢ Yes |

1. If a statutory power exists; or resolution to commit to the Project. If the project has been commissioned under a wider scheme (i.e. partnership / joint committee etc) mention it here [↑](#footnote-ref-1)
2. If there is no timetable, delete all references [↑](#footnote-ref-2)
3. If a wider authority has been set [↑](#footnote-ref-3)
4. Any Council policies required to be complied with should be mentioned, if not already set out in the RFQ/ITT. The Prevent Duty is a legal requirement [↑](#footnote-ref-4)
5. Choose whichever is appropriate [↑](#footnote-ref-5)
6. If Consultant will be handling personal data, more extensive clauses will be needed [↑](#footnote-ref-6)
7. Generally mediation is the favoured dispute resolution method. There are alternatives including simply referring the matter to people more senior within the organisation. [↑](#footnote-ref-7)
8. Whether a break on notice clause – and the length of notice – is needed will dependent on individual circumstances. If any appointment is going to last more than a few weeks or months, some form of break clause should be considered. [↑](#footnote-ref-8)
9. Legal requirement for all procurement [↑](#footnote-ref-9)
10. Schedules can be organised whichever way is the most suitable for the contract [↑](#footnote-ref-10)
11. If a fixed fee insert here. If set out in the proposal refer to the proposal. If hourly rates and/or a pricing schedule is included it can be inserted here [↑](#footnote-ref-11)
12. If anything additional is contemplated, ensure that the RFQ/ITT asks for day/hourly rates for extras [↑](#footnote-ref-12)