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**THE BUILDING REGULATION AND ENERGY PERFORMANCE DIVISION OF THE MINISTRY OF HOUSING COMMUNITIES AND LOCAL GOVERNMENT**

**- and -**

**Building Research Establishment Limited**

**ANNEXES**

**relating to**

**TERMITE MONITORING AND ERADICATION**

**CCZI18A03**

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**ANNEX 1 – TERMS AND CONDITIONS**

1. Interpretation
	1. In these terms and conditions:

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| --- | --- |
| “Agreement”  | means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter; |
| “Award Letter” | means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award; |
| “Central Government Body” | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or
4. Executive Agency;
 |
| “Charges” | means the charges for the Services as specified in the Award Letter;  |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Customer” | means the person named as Customer in the Award Letter; |
| “DPA” | means the Data Protection Act 1998;  |
| “Expiry Date” | means the date for expiry of the Agreement as set out in the Award Letter;  |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Information” | has the meaning given under section 84 of the FOIA;  |
| “Key Personnel”  | means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;  |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;  |
| “Personal Data” | means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement; |
| “Purchase Order Number” | means the Customer’s unique number relating to the supply of the Services;  |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);  |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement;  |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;  |
| “Start Date” | means the commencement date of the Agreement as set out in the Award Letter; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;  |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;  |
| “Supplier” | means the person named as Supplier in the Award Letter; |
| “Term” | means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;  |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

* 1. In these terms and conditions, unless the context otherwise requires:
		1. references to numbered clauses are references to the relevant clause in these terms and conditions;
		2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
		3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
		4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
		5. the word ‘including’ shall be understood as meaning ‘including without limitation’.
1. Basis of Agreement
	1. The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
	2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 4 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.
2. Supply of Services
	1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
	2. In supplying the Services, the Supplier shall:
		1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
		2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
		3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
		4. ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
		5. comply with all applicable laws; and
		6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
	3. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.
3. Term
	1. The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
	2. The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.
4. Charges, Payment and Recovery of Sums Due
	1. The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
	2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
	3. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
	4. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
	5. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
	6. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
	7. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
	8. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
		1. provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
		2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
		3. In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
	9. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
5. Premises and equipment
	1. If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
	2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
	3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
	4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
	5. Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
	6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
	7. The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
6. Staff and Key Personnel
	1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
		1. refuse admission to the relevant person(s) to the Customer’s premises;
		2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
		3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
	2. The Supplier shall:
		1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
		2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
		3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
	3. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
	4. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
7. Assignment and sub-contracting
	1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
	2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
	3. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.
8. Intellectual Property Rights
	1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
	2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
	3. The Supplier hereby grants the Customer:
		1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
		2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
			* 1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
				2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

* 1. The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
1. Governance and Records
	1. The Supplier shall:
		1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
		2. submit progress reports to the Customer at the times and in the format specified by the Customer.
	2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.
2. Confidentiality, Transparency and Publicity
	1. Subject to clause 11.2, each Party shall:
		1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
		2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
	2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
		1. where disclosure is required by applicable law or by a court of competent jurisdiction;
		2. to its auditors or for the purposes of regulatory requirements;
		3. on a confidential basis, to its professional advisers;
		4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
		5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
		6. where the receiving Party is the Customer:
			* 1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
				2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
				3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
				4. in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.
	3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
	4. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
3. Freedom of Information
	1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
		2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
		3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
		4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
	2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
	3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.
4. Protection of Personal Data and Security of Data
	1. The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
	2. Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
		1. ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
		2. provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
		3. promptly notify the Customer of:
			* 1. any breach of the security requirements of the Customer as referred to in clause 13.3; and
				2. any request for personal data; and
		4. ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer’s obligations under the DPA.
	3. When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.
5. Liability
	1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
	2. Subject always to clauses 14.3 and 14.4:
		1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
		2. except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
			* 1. loss of profits;
				2. loss of business;
				3. loss of revenue;
				4. loss of or damage to goodwill;
				5. loss of savings (whether anticipated or otherwise); and/or
				6. any indirect, special or consequential loss or damage.
	3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
		1. death or personal injury caused by its negligence or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or that of its Staff; or
		3. any other matter which, by law, may not be excluded or limited.
	4. The Supplier’s liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.
6. Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

1. Termination
	1. The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
	2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
		1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
		2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
		3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
		4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
		5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
		6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
		7. fails to comply with legal obligations in the fields of environmental, social or labour law.
	3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
	4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
	5. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
	6. Upon termination or expiry of the Agreement, the Supplier shall:
		1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
		2. return all requested documents, information and data to the Customer as soon as reasonably practicable.
2. Compliance
	1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
	2. The Supplier shall:
		1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
		2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
	3. The Supplier shall:
		1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
		2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
	4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
	5. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
		1. the Official Secrets Acts 1911 to 1989; and
		2. section 182 of the Finance Act 1989.
3. Prevention of Fraud and Corruption
	1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
	2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
		1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
		2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.
4. Dispute Resolution
	1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
	2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
	3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
5. General
	1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
	2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
	3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
	4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
	5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
	6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
	7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
	8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
6. Notices
	1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
	2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
	3. Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.
7. Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**ANNEX 2 – PRICE SCHEDULE**

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**ANNEX 3 – STATEMENT OF REQUIREMENT**

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1. **PURPOSE**
	1. This Contract is for monitoring termite activity at the site of the only known UK termite infestation and undertaking eradication action in the event of activity being detected.
2. **BACKGROUND TO THE CONTRACTING aUTHORITY**
	1. The Building Regulation and Energy Performances Division (BREP) of the Ministry of Housing, Communities and Local Government (MHCLG) is the contracting authority. MHCLG has a responsibility to ensure that the national regulations and guidance documents set by MHCLG are maintained, effective and fit-for-purpose. This Contract supports the existing government policy on termites, which is part of the wider support of the structural safety requirements of the Building Regulations.
3. **Background to requirement/OVERVIEW of requirement**
	1. In 1998 a colony of termites was found in Saunton, North Devon, in the area around a pair of cottages. This is believed to be the only termite infestation in the UK and the Department of the Environment (now MHCLG) put in place an eradication and monitoring programme, with the aim of preventing the termites spreading and becoming a national problem.
	2. The eradication programme established an effective treatment regime and no activity was seen for about 9 years. However termite activity was again found in 2009 and further treatment was carried out. Although no activity near the surface has been seen for the last 6 years, expert advice is that there may still be termites living undetected underground.
	3. The steering group of the Termite Eradication Programme had previously agreed that a period of 10 years without any signs of activity would indicate that the colony had been eradicated, i.e. in 2021.
4. **definitions**

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| BREP | Building Regulation and Energy Performances Division |
| MHCLG | Ministry of Housing, Communities and Local Government |

1. **scope of requirement**
	1. The following specific deliverables are to be produced:
		1. Annual Report, including results of monitoring visits, steering group views and recommendations; the last report will also be the closing report, which should also provide recommendations for future actions;
		2. Draft annual information leaflet, for distribution to local and other interested parties (MHCLG will undertake distribution);
		3. Report of any eradication activities (if necessary);
		4. Any deliverables specified under Task 6 at 6.3 below.
	2. Unless specifically requested by MHCLG under Task 6, the scope does not include advice to third parties about redevelopment of the site.
2. **The requirement**
	1. The following specific deliverables are to be produced:
	2. The aim of this Contract is to ensure that any termite activity is identified and eradication activity is taken early, when it is most likely to be effective.
		1. Task 1: Carry out two monitoring visits each year, at times when any termites are likely to be active;
		2. Task 2: Liaise with expert steering group at least annually and hold meetings as required, including arranging meetings and taking and distributing meeting notes;
		3. Task 3: Prepare annual reports, the last of which should be a closing report;
		4. Task 4: Prepare draft public information leaflets each year – MHCLG will print and distribute.
	3. Task 5 (Provisional): Carry out eradication activities if needed, which are likely to comprise:
		1. Consultation with steering group;
		2. Source termiticide;
		3. Carry out laboratory testing;
		4. Baiting visit;
		5. Additional inspection visit;
		6. Report and forward plan.
	4. Task 6 (Provisional): Carry out ad-hoc support tasks, such as providing specialist advice on ministerial correspondence, as requested using the form at Appendix 1.
	5. The Contractor will be responsible for all deliverables under this Contract.
	6. The Contractor is responsible for obtaining all necessary permissions required for site access and will be responsible for site safety particularly in respect to members of the public and residents. This extends to the continuing integrity/safety of equipment already on site.
	7. The Contractor is responsible for liaison with relevant third parties and other experts required in the execution of the project work.
	8. MHCLG is to be informed within one calendar month of identification of any unexpected changes occurring which materially affect the aims and objectives of this project so that corrective or alternative action(s) can be considered.
		1. Annual Report, including results of monitoring visits, steering group views and recommendations; the last report will also be the closing report, which should also provide recommendations for future actions;
		2. Draft annual information leaflet, for distribution to local and other interested parties (MHCLG will undertake distribution);
		3. Report of any eradication activities (if necessary);
		4. Any deliverables specified under Task 6 at 5.3 above.
	9. Unless specifically requested by MHCLG under Task 6, the scope does not include advice to third parties about redevelopment of the site.
3. **key milestones**
	1. Termites are at their most active in October and May so the key milestones have been set around that.

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Launch Meeting | Before Site Visit 1 |
| 2 | Site Visit 1 2018 | End of May 2018 |
| 3 | Site Visit 2 2018  | End of October 2018  |
| 4 | Journal Article 2018 | By the end of 2018 |
| 5 | Year 1 Annual Report | By 30 April 2019 |
| 6 | Site Visit 1 2019 | End of May 2019 |
| 7 | Site Visit 2 2019 | End of October 2019 |
| 8 | Journal Article 2019 | By the end of 2019 |
| 9 | Year 2 Annual Report | By 30 April 2020 |
| 10 | Site Visit 1 2020 | End of May 2020 |
| 11 | Site Visit 2 2020 | End of October 2020 |
| 12 | Journal Article 2020 | By the end of 2020 |
| 13 | Year 3 Annual Report | By 30 April 2021  |

1. **authority’s responsibilities**

Details of the designated Contract Manager allocated to this project will be provided at the Launch Meeting (outlined in Section 7, above).

The Authority will communicate with the Contractor via email, telephone and face-to-face meetings as required.

1. **reporting**
	1. The following specific deliverables will be completed:
* Report from each site visit including steering group views and recommendations as applicable;
* Annual Report, including results of monitoring visits, steering group views and recommendations and details of any eradication actions;
* an annual information leaflet, for distribution to local and other interested parties (MHCLG will undertake distribution)
1. **volumes**

Not Applicable

1. **continuous improvement**
	1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
	2. Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.
2. **Sustainability**
	1. Not Applicable
3. **quality**
	1. The Contractor must operate under a quality management system such as ISO 9000 series or equivalent.
4. **PRICE**
	1. Prices are to be submitted via the e-Sourcing Suite excluding VAT.

1. **STAFF AND CUSTOMER SERVICE**
	1. MHCLG requires the Contractor to provide a sufficient level of resource throughout the duration of the Termite Monitoring and Eradication Contract in order to consistently deliver a quality service to all Parties.
	2. The Contractor’s staff assigned to the Termite Monitoring and Eradication Contract shall have the relevant qualifications and experience to deliver the Contract.
	3. The Contractor shall ensure that staff understand the MHCLG’s vision and objectives and will provide excellent customer service to MHCLG throughout the duration of the Contract.
2. **service levels and performance**

MHCLG will measure the performance of the Contractor through assessing the successful delivery of agreed milestones as set out in section 7 and deliverables as set out in section 9.

1. **Security requirements**
	1. The Contractor will also be required to exercise due care in the use of information that is acquired during the course of their duties and to protect information held in confidence.
2. **intellectual property rights (ipr)**
	1. Any intellectual property arising from this work would be retained by MHCLG.
3. **payment**

19.1The Contractor must provide a milestone payment schedule with their proposal. This must then be updated during the start-up phase and submitted to MHCLG for approval and kept up-to-date throughout the length of the Contract. The schedule must include T & S Payments and all milestones must have a specific date (day, month and year).

19.2 An invoice cannot be submitted for payment until the milestone deliverable and a draft invoice has been accepted by MHCLG’s Contract Manager.

19.3 Once a deliverable has been accepted by the MHCLG Contract Manager, the invoice including a detailed elemental breakdown of work completed and the associated costs should be submitted to:

Finance and Shared Services Division

Ministry of Housing, Communities and Local Government High Trees 4th Floor Hillfield Road, Hemel Hempstead, HP2 4XN

clginvoices@communities.gsi.gov.uk

**20 LOCATION**

20.1 The services will be carried out at the Contractor’s premises, the termite site in

 Devon.

**ANNEX 4 – SUPPLIERS RESPONSE**

**(As provided within the e-Sourcing event)**

**Questionnaire 4 - Capability**

**Question 4.1**

**Please explain how you will ensure suitably experienced and trained personnel are employed in delivery of the Services of this Contract as set out at Appendix B – Statement of Requirements.**

**Please provide an overview of the delivery team that you will employ on this contract, including:**

**• The team structure and specific roles within the team**

**• Summaries of relevant skills, qualifications and expertise**

**• Evidence of the teams experience of managing complex research projects**

Suppliers Response:

Team structure and specific roles

The team structure for this contract is a compact unit comprising Contract Manager (Project Manager), Deputy Contract Manager, Scientific Lead, Programme Director and 2 Field Officers. The roles and the experience of the individuals in connection to this contract and the Termite Eradication Programme (TEP) are presented below. Of the six named team members three have been with the TEP since inception in 1998. In addition the Project Manager has successfully managed the TEP for over 17 years.

The team is comprised of persons with relevant qualifications and experience, excellent customer service skills and at sufficient resource levels for the duration of the contract in order to consistently deliver a quality service to MHCLG and other stakeholders.

Dr E. D. Suttie is Project Manager and Contract Manager and Commercial Representative (BRE Director). His knowledge of termites is ‘Strong’ and he has managed BRE’s Timber Centre for 10 years, is an international expert in wood durability and performance and serves on CEN/TC38 “Durability of wood” as the UK delegation lead. He has been Contract Manager for the TEP since 2001.

Dr R. J. Verkerk is the Scientific Lead Director responsible for scientific strategy and practice in the field (Consultant, Imperial College). His knowledge of termites is ‘Very Strong’ and he has managed Imperial College’s termite expertise for 15 years, is a recognised international expert in termites and their biology and control. Has been Scientific Lead Director in the TEP from inception in 1998.

Dr A. F. Bravery is the Programme Director responsible for previous policy contracts (BRE Associate Technical Director) his knowledge of termites is ‘Strong’. He managed BRE’s Timber Division for 20 years and has been involved in the TEP from inception in 1998.

Ms N. Howard is a Field Officer and as a specialist technician is responsible for preparing materials, laboratory work, field identification and conducting monitoring visits (BRE Technician). Her knowledge of termites is ‘Very Strong’ and she has been involved in research and testing with timber insects and termites for 22 years and the TEP from inception in 1998.

Mr J. Tattersall is a Field Officer and as an engineer provides technical support and field assistance during monitoring visits (BRE Consultant). His knowledge of termites is ‘Strong’ and he has been involved in the TEP from 2011.

Dr J. Bregulla is the Deputy Project Manager and is an alternative contact point as Contract Manager (BRE Director) and will peer review the Annual Reports. Her knowledge of termites is ‘Medium’ and she is MHCLG Key Account manager for BRE on codes and standards for construction.

Summary of relevant skills, qualifications and expertise

For the team members expertise and relevant experience is highlighted above. For two key members of staff their qualifications and experience is expanded here.

Dr E D Suttie (Project Manager)

Ed Suttie BSc MSc PhD, was the Director of Timber research at the Building Research Establishment (BRE) until April 2013, where he led a team of 10 people delivering BRE's Timber & Materials Sustainability consultancy and research programmes sponsored by industry, construction users, UK Government and the European Commission. This team became part of a larger group where he continues with the team to manage and deliver timber related research. He is Research Director within BRE’s Strategic Advisory team.

Dr Suttie joined BRE’s Centre for Timber Technology & Construction in 1995 where he worked in all aspects of durability and performance of wood products. In 2006 he was awarded his PhD for studies on the photo-stabilisation of wood surfaces. Dr Suttie serves on British and European Standards Committees, providing UK expert input. He is convenor of CEN/TC38 WG 28 “Performance classification” a key service life task force for wood products”. He is an internationally recognised expert in wood durability and protection strategies and has published widely in the field of service life, sustainability and wood durability.

EXPERIENCE

• Experience in managing teams of over 10 people and projects over £1M.

• Over 17 years’ experience in project managing the Termite Eradication Programme (2001-2018).

• Over 20 years’ experience of working with the forest products industry in the UK and Europe.

• Leads over 20 research projects within BRE focussing on service life prediction, demonstrating sustainability, low impact products, innovative products and building markets.

• Leads the UK delegation at the Plenary of CEN/TC38 "Durability of wood and wood products" and is an active member of BSI committee B/515 “Durability”.

• Provision of independent and authoritative advice and expertise to the HSE and UK courts.

Dr R J Verkerk (Scientific Lead)

Robert Verkerk BSc MSc DIC PhD, is Executive & Scientific Director at ANH and leads research on termites at Imperial College, London. He is an internationally acclaimed expert in agricultural, environmental and health sustainability. He has been Scientific Lead on the Termite Eradication Programme from its inception in 1998 and is regarded amongst international peers as the leading termite expert in the UK.

He has a Masters Degree and a PhD from Imperial College London, awarded prior to his continuing research for a further 7 years at Imperial’s Department of Biology as a post-doctoral Research Fellow. In 2002, he founded the Alliance for Natural Health International which has become one of the leading, not-for-profit campaign organisations working globally to promote more sustainable healthcare systems through the use of natural and bio-compatible approaches.

He has authored some 60 papers in scientific journals and conference proceedings and contributes regularly to magazines and other popular media. He is an accomplished and inspirational speaker and communicator on a wide range of issues relating to sustainability.

Evidence of the teams experience of managing complex research projects

All the team members are involved a range of complex and multidisciplinary projects on a daily basis. Research projects funded by the European Union (ERDF, Horizon2020, FP7), by UK Government (Innovate UK, TSB) and by industry (Biophilic office research) are a core part of BRE activity. Commercial expertise based projects find a wide range of clients from Government agencies or quasi-Government bodies (HSE, London Olympic Delivery Authority), commercial clients (M&S, Toyota, BASF) and NGOs (Birdlife Europe). Examples of these projects that we have coordinated include:

• IMPACT (2012) quantifying whole building environmental impacts (TSB £600k) now commercially available from software providers.

• HMS Victory (2010) provision of 5 years of timber expertise (material, testing, specification, sustainable sourcing, coatings) and other technical support services including materials, fire safety, security and engineering (MoD £1.4m). A highly complex project managed by Dr Suttie with multiple stakeholders and interests including the Royal Navy, curating team, public, maintenance engineers and contractors.

• PerformWOOD (2014) a collaborative European Research funded (FP7 £500k) project to accelerate the standardisation of service life performance for wood in construction, comprising nine partners from 7 countries. Coordinated and managed by Dr Suttie.

• Biophilic office (2018) a collaboration of 15 industrial partners (Industry £450k) to deepen the evidence base for the impacts of refurbishment on occupant health and wellbeing. Coordinated and managed by Dr Suttie.

• LIST (2012) Low Impact Sustainability Tool for retail shopfit (Industry £100k and BRE Trust £30k) now a commercially available tool to reduce environmental impacts on refurbishing shops.

BRE Experience with the TEP stretches back to its inception when termites were first discovered in Saunton in 1998. Dr Ed Suttie who will lead the contract for MHCLG has been managing the Termite Eradication Framework programme at BRE for the last 17 years which included appearing at the Public Inquiry in January 2014.

**Question 4.2**

**Please provide evidence of your experience of delivering a similar contract of this nature including a named point of contact in the organisation that may be contacted by the Authority for reference without further notice.**

Suppliers Response:

The Termite Eradication Programme at Saunton, Devon was initiated in June 1998 by the then Department of Environment, Transport and the Regions. Under the project placed with BRE to carry out this Eradication Programme, a commitment was undertaken by the Department to provide monitoring of the site for any recurrence of termite activity during a ten year period following the first monitoring date when no termite activity was found anywhere at the Saunton site. The BRE project team have been involved in the Termite Eradication Programme from 1998 to 2018, a total of 20 years of experience on this specific project.

The background to this work and our experience extends from 1998 and can be summarised as:

• In June 1998 the then Department of Environment, Transport and the Regions let a contract with the Building Research Establishment (BRE) to carry out a termite eradication programme at Saunton, Devon (cc1765 36/8/188 1 January 1998 to 30 November 2001).

• The Department committed to provide monitoring of the site for any recurrence of termite activity during a 10 year period commencing from 1 October 2000 and a further contract with BRE (cc2286 36/8/303 1 April 2001 to 30 June 2006) was put in place.

• This further contract involved site monitoring and inspection visits, reporting and information dissemination, and continued operation of the Department’s Termite Eradication Project Steering Group. Results from the monitoring programme up to November 2006 provided evidence of the collapse of the termite populations at Saunton and the contract was completed on 30 November 2006.

• The Project Steering Group recommended that further monitoring visits were required to ensure that the monitoring system was fully overhauled and any replacement of the monitoring systems was carried out correctly to ensure that a fully effective system remained in place for the 2007 termite activity season and beyond.

• A new contract - BD 2649 - was awarded to BRE for this purpose and included the provision that should any termite activity be detected at any stage in the future that the eradication systems should be reactivated.

• The contract duration was 1 April 2007 to 30 September 2010 and allowed DCLG to complete its undertaking to continue with the monitoring programme until the end of the 10 year period, as agreed at the outset and as re-confirmed in October 2000.

• The contract was subsequently extended by DCLG to 30 November 2011. It was also rearranged following an outbreak of termites in 2009 and to eliminate some duplicate activity under the companion contract BD2834.

• Contract BD2834 (BD2834 1 May 2009 to 30 June 2011) was let to deal with the termite outbreak. It progressed well and enabled the installation of new eradication materials in the field and at the last inspection/monitoring visit under this contract conducted on 10-12 May 2011 there was no visible evidence of termite activity.

• Contract BD2649 was subsequently extended by DCLG to 30 November 2012.

In 2012 the owner of one of the properties (The Brackens) applied for planning permission to replace the property, which would involve risks of termite dispersal due to the works. The planning application was called in by the Secretary for the State for Local Inquiry to consider the risk that development might cause termite movement to other areas and hence turn the termites from being a local issue into a national one. This Inquiry needed to be properly informed of the termite risks associated with the redevelopment.

• Contract BD2892 (1 October 2013 to 28 March 2014) Termite expert witness provided for a monitoring inspection visit in October 2013 and preparation of documents for and attendance at the Public Inquiry in Barnstaple, Devon on 9 January 2014.

The findings of the Public Inquiry in the Inspectors report were passed to the Secretary of State to conclude on planning permission for redevelopment. In a letter dated 12 June 2014 notice was received that planning permission has been refused which concurred with the recommendation from the Inspectors report although they disagreed on what aspects. “The Secretary of State would prefer to see an approach that delays development until it has been confirmed by the UK Government Termite Eradication Programme that the termite colony has been eradicated”.

• Contract BD2990 (1 November 2014 to 30 November 2016) was let to continue the monitoring work and provide for a provisional capacity to respond to any subsequent re-occurrence of termite activity

• In August 2016 consideration was given to creating a new monitoring contract to ensure that the ten years without termite activity definition of eradication can be reached. An amendment to contract BD2990 was issued on 14 October 2016 which extended the contract to March 2017 and this was further extended to October 2017.

Although no activity near the surface has been seen for the last 7 years, expert advice is that there may still be termites living undetected underground. The steering group of the Termite Eradication Programme had previously agreed that a period of 10 years without any signs of activity would indicate that the colony had been eradicated, i.e. in 2021.

The method of approach we propose is based on our understanding that MHCLG recognises that we have been dealing at Saunton with a unique biological phenomenon for the UK, and that the termite species involved (Reticulitermes lucifugus subsp. grasseii) has a complex biology and high sensitivity to interventions.

BRE Experience with the Termite Eradication Programme stretches back to its inception when termites were first discovered in Saunton in 1998. Three key members of the team from that initial stage are still engaged in this contract; they are Dr R. J. Verkerk, Dr A. F. Bravery and field operative Ms N. Howard. All the other personnel have been on site at least once and Dr E. D. Suttie who will lead the contract for MHCLG has been managing the Termite Eradication Framework programme at BRE for the last 17 years which included appearing at the Public Inquiry in January 2014. The team have published numerous expert publications in the field of termites. Some key expert outputs from the team concerning termites and specifically the Devon outbreak are:

• Termites and tropical building OBN201 (1994) was contributed to by Dr Tony Bravery.

• Termites and UK buildings: Biology, detection and diagnosis (Digest 443 Part 1 1999) was written by Dr Tony Bravery, Dr Robert Verkerk, Nancy Howard and others.

• Termites and UK buildings: Control and Management of subterranean termites (Digest 443 Part 2 1999) was written by Dr Tony Bravery, Dr Robert Verkerk, Nancy Howard and others.

• Termite Expert Witness (BD2892) Termite Public Inquiry Report October 2013 was written by Dr Ed Suttie and Dr Robert Verkerk.

The Termite Eradication programme has been managed and delivered by BRE since 1998. The named contact point for the most recent contract within MHCLG was Nick Price (but he has recently retired) and thus Andrew Newton is the other contact whom we are confident will be familiar with our timely and efficient contract delivery to the satisfaction of MHCLG and wider stakeholders.

**Questionnaire 5 – Service Delivery**

**Question 5.1**

**Potential Providers should outline their proposed approach and methodology for delivering the requirements, clearly demonstrating how they will address all the objectives and requirements as outlined within Appendix B, covering the following:**

**• Monitoring of termite activity**

**• Liaison with expert steering group**

**• Preparation of annual reports**

**• Preparation of annual public information leaflets**

**• Carrying out eradication activities**

**• AD hoc tasks including specialist advice on ministerial correspondence**

Suppliers Response:

Our understanding

The purpose of this contract is to monitor and eradicate the only known UK termite infestation. The following requirements apply:

• The completion date of the contract is 30 November 2021.

• BRE will be responsible for all deliverables under this contract.

• BRE is responsible for obtaining all necessary permissions required for site access and will be responsible for site safety particularly in respect to members of the public and residents. This extends to the continuing integrity/safety of equipment already on site.

• BRE is responsible for liaison with relevant third parties and other experts required in the execution of the project work.

• MHCLG is to be informed within one calendar month of identification of any unexpected changes occurring which materially affect the aims and objectives of this project so that corrective or alternative action(s) can be considered.

The scope does not include:

• Unless specifically requested by MHCLG under Task 6, advice to third parties about redevelopment of the site.

• Any task not listed in the Appendix B Statement of Requirements.

The overall objective of this project and its previous companion projects BD2649, BD2834 and BD2990 (which have now concluded) is to prevent the establishment and spread of termites in the UK by the complete eradication of the only known colony in existence at a site in Saunton, Devon.

The aim of this contract is to ensure that any termite activity is identified and eradication activity is taken early, when it is most likely to be effective. The main elements of this work are:

• To monitor the localised area of previous infestation at Saunton, Devon by conducting two monitoring visits on site per year at times when termites are likely to be active (May and October).

• To liaise with the project steering group at least annually to gather views and hold meetings as required, including arranging the meetings and taking and distributing meeting notes.

• To prepare annual reports, the last of which should be a closing report.

• To prepare draft public information leaflets each year – MHCLG will print and distribute.

• To make provision for carrying out eradication activities if needed.

• To make provision for carrying out ad-hoc support tasks, such as providing specialist advice on ministerial correspondence.

The requirements of the project are to provide expert site investigations to continue the existing monitoring programme, to liaise with relevant third parties and specifically the Termite Eradication Programme Steering Group, to provide text to enable the publication of public information update leaflets and to provide other expert support as necessary. The deliverables are specifically the site inspection and monitoring visits (eight in number), text for information leaflets (three in number), liaising with, and on one occasion convening, the Steering Group (three in number), the provision of annual reports of progress (three in number) that summarise all the project activity in year and a closing report (one in number).

The programme of work has been organised into six tasks:

Task 1: Monitoring of termite activity

Our understanding

• Carry out two monitoring visits each year, at times when any termites are likely to be active.

• To carry out as part of the site visit, a check for any resurgence of termites or confirming the absence of active termites.

• Within 5 working days of the inspection visit a summary statement will be issued to the client by email.

Our approach

The inspection will cover the main areas – especially inspection of the timber bait devices on the south west patio of ‘the Brackens’ and ‘the Dunes’. Material within the bait devices will be renewed if necessary. The visits will be scheduled for October and May - periods of peak termite activity. The first inspection visit will be in May 2018 and the last in October 2021. The visit will include activities previously carried out for the normal yearly site inspection as time allows such as replenishing wooden baits in SMS devices and positioning of new monitoring stakes.

Any issues

The field team have for 20 years worked with the home owners of the properties within the monitoring zone and have an excellent working relationship with them. Access to their properties relies critically on their cooperation, so we shall maintain the high standards of communication and management for these individuals and indeed their neighbours as before.

Delivery team

The site inspection and monitoring visits will be conducted by an experienced two person field team comprising Nancy Howard (20 years Saunton experience) and James Tattersall (7 years Saunton experience) with the support on occasions of Dr Robert Verkerk (20 years Saunton experience).

Task 2: Liaison with Expert Steering Group

Our understanding

• To re-examine the constitution of the Steering Group to confirm that we have the most appropriate members and to recommend to MHCLG if others with appropriate experience need to be co-opted on to the Group.

• Liaise with the Steering Group at least annually and convene a meeting as required, including arranging meetings and taking and distributing meeting notes. It is recommended to convene the Steering Group for the final meeting in September 2020.

Our approach

The membership of the Steering Group will be reconfirmed on award of contract. The following individuals were confirmed as members of the Termite Eradication Programme Steering Group and were liaised with in September 2016:

Ms J Sutherland - MHCLG

Dr Ed Suttie - BRE Project Manager

Dr Tony Bravery - BRE Programme co-ordinator

Dr Rob Verkerk - Scientific Director of the Eradication Programme

Mr Richard Lomax - Representing the Health and Safety Executive

Dr Chris Coggins - Industry representative Wood Protection Association

Mr Stanislas Buckley - Dow AgroSciences (papers only)

Dr John Morgan - Plant Health Service, Forestry Commission (papers only)

Dr Hugh Evans - Forestry Research Agency (papers only)

Dr Ivan Paulmier - FCBA, France (papers only)

Dr Rudy Plarre - BAM, Germany and convenor of CEN/TC38/WG24 Insects (papers only)

Meeting minutes will follow the same style and approach as previously delivered.

Any issues

None foreseen, the members of the Steering Group have always been keen to contribute.

Delivery team

The Project Manager (Dr Ed Suttie) and one other member of the team (Nancy Howard) will be primarily involved in coordinating the annual Steering Group meeting at a time and place convenient to MHCLG. The Project Manager, Scientific Lead and field team will participate in the Steering Group meeting. Minutes will be prepared and distributed within 2 weeks of the meeting.

Task 3: Draft information leaflets

Our understanding

• Prepare draft public information leaflets each year for MHCLG to print and distribute.

Our approach

We will prepare draft text in the format of the previous Termite Eradication Programme update leaflets and send this to MHCLG for review and confirmation of content (with a 1 month turnaround time for comments and queries). Final draft text will be forwarded for MHCLG to publish and distribute.

Any issues

None foreseen.

Delivery team

The Project Manager (Dr Ed Suttie), Scientific Lead (Dr Robert Verkerk), Programme Director (Dr Tony Bravery) and one other member of the team (Nancy Howard) will be primarily involved in preparation of the draft text.

Task 4: Annual reporting

Our understanding

• Prepare annual reports, the last of which will be the closing report.

• The annual reports will be prepared in accordance with MHCLG guidance, and will include results of monitoring visits, steering group views and recommendations, any activity under the provisional tasks 5 and 6; the last report will also be the FINAL closing report, which should also provide recommendations for future vigilance.

Our approach

Four annual reports will be produced as fully illustrated and quality assured BRE reports, for Year 1 in April 2019, Year 2 in April 2020, Year 3 in April 2021 and the FINAL report in November 2021. This will compile all activity from the project in that calendar year, including field reports from the inspection and monitoring visits, the liaison with the Steering Group, the agreed final draft text for the Information update leaflets, any items of activity under Tasks 5 and 6 and any other relevant information and discussions/meetings that have taken place.

Any issues

None foreseen

Delivery team

The Project Manager (Dr Ed Suttie), Scientific Lead (Dr Robert Verkerk) and one other member of the team (Dr Tony Bravery) will be primarily involved in preparation of the annual reports.

Task 5: Eradication activities (provisional)

Our understanding

• Carry out eradication activities if needed, which are likely to comprise:

- Consultation with steering group.

- Source termiticide (Hexaflumuron is the active ingredient).

- Carry out laboratory testing.

- Baiting visit.

- Additional inspection visit.

- Report and forward plan.

Our approach

A method statement of procedure for response on finding live termites will be prepared on award of contract. It will cover:

• Initiating a rapid consultation phase with the Steering Group to confirm actions proposed.

• To contact the HSE and confirm the certificate for field use of the Hexaflumuron.

• To obtain a new supply of Hexaflumuron with the appropriate purity and effect as that used in the previous treatment.

• To conduct any laboratory testing of the treated wood if necessary using BRE’s quarantined termite colony.

• To prepare Scots pine sapwood samples ready and available for easy treatment with Hexaflumuron at BRE laboratories and for transport to Saunton for installation.

• To complete a site visit and installation of new treated material.

Any issues

Detection of live termites in the field at Saunton will require a rapid response to enable the best possible chance of eradication. This requires a specific response in the field immediately not to disrupt and disturb the termites too much. It should be acceptable to the HSE to maintain the certificate for the use of Hexaflumuron in this specific unique field case.

Delivery team

The Project Manager (Dr Ed Suttie), Scientific Lead (Dr Robert Verkerk) and the field team (Nancy Howard and James Tattersall) will be primarily involved in providing a response to eradication activities as necessary.

The resources allocated are indicated in Year 1 of Appendix E as a lump sum but they are for the whole contact 2018-2021 as the expectation is these will not be called upon.

Task 6: Ad-hoc support (provisional)

Our understanding

• Carry out ad-hoc support tasks, such as providing specialist advice on ministerial correspondence, as requested using the form at Appendix 1 of the ITT documents.

Our approach

To be available and responsive to the needs of MHCLG as they arise

Any issues

None foreseen

Delivery team

The Project Manager (Dr Ed Suttie) and the Scientific Lead (Dr Robert Verkerk) will be the main team members involved in this task.

The resources allocated are indicated in Year 1 of Appendix E but are for the whole contact 2018-2021.

Reporting methodology

Reports are structured around the project timetable and a series of specific deliverables linked to the project milestones identified by MHCLG. These are detailed below and include:

• Reports from each site visit including steering group views and recommendations as applicable.

• Annual Reports, including results of monitoring visits, steering group views and recommendations and details of any eradication actions.

• An annual draft information leaflet, for distribution to local and other interested parties.

The milestones and delivery dates are as follows (£ number in brackets are proposed milestone payments):

Milestone 1 (M1) - Project Launch - May 2018 (£0);

Milestone 2 (M2) - Site visit #1 - May 2018 (£5,735);

Deliverable 1 (D1) - Steering Group liaison - Sept 2018 (£1,344);

Milestone 3 (M3) - Site visit #2 - Oct 2018 (£4,595);

Milestone 4 (M4) - Draft info leaflet - Dec 2018 (£2,409);

Milestone 5 (M5) - Annual report Year – 1 April 2019 (£5,447);

Milestone 6 (M6) - Site visit #1 - May 2019 (£5,135);

Deliverable 2 (D2) - Steering Group liaison - Sept 2019 (£1,378);

Milestone 7 (M7) - Site visit #2 - Oct 2019 (£4,985);

Milestone 8 (M8) - Draft info leaflet Dec 2019 (£2,439);

Milestone 9 (M9) - Annual report Year 2 - April 2020 (£5,579);

Milestone 10 (M10) - Site visit #1 - May 2020 (£5,105);

Deliverable 3 (D3) - Steering Group meet - Sept 2020 (£4,419);

Milestone 11 (M11) - Site visit #2 - Oct 2020 (£5,255);

Milestone 12 (M12) - Draft info leaflet Dec 2020 (£2,469);

Milestone 13 (M13) - Annual report Year 3 - April 2021 (£5,712);

Deliverable 4 (D4) - Site visit #1 - May 2021 (£5,032);

Deliverable 5 (D5) - Site visit #2 - Oct 2021 (£5,652);

Deliverable 6 (D6) - FINAL report Year 4 - Nov 2021 (£5,849).

**Question 5.2**

**Potential Providers are required to outline their proposed approach for acquiring information and evidence from other sources and validating it. This should cover areas such as:**

**• their process for assessment, evaluation and scrutiny/challenge of evidence collected.**

**• their communications / engagement strategies**

**• their understanding of requirements when handling sensitive data, and how they would comply with the Data Protection Act**

Suppliers Response:

Assessment, evaluation and challenge of evidence collected

The evidence being collected during the contract period are findings from the monitoring visits which amounts to the presence of live termites, signs of recent activity or no activity at a range of different monitoring stations across the two properties. Our expert team have been collecting such evidence at the properties since 1998 and are thoroughly knowledgeable in terms of the assessment process. On site the presence or not would be confirmed by the two members of the field team and in some cases by Dr Verkerk as well. The detection of live termites or recent new signs of activity (damage to wood in monitoring stations and in locally available woody material) would be a pivotal decision point. The evidence would be scrutinised by Dr Verkerk before confirming the activity as if validated this will require resolution with MHCLG and potentially the Steering Committee, before triggering Task 5 Eradication Activity to bring any new outbreak under control.

Other information being acquired will come from the Termite Eradication Programme Steering Committee concerning confirmation of approach or eradication being achieved. In some cases this will refer to scientific literature that will be forthcoming and in others will rely on the Steering Group members practical experiences of termite eradication. This information will be validated in discussion by peers within the Steering Group meetings that will be chaired by the Project Manager. Time will be made to enable robust questioning of any conclusions or suggestions.

The methods we propose to apply are intended to ensure that the results, outcomes and recommendations will stand scrutiny in the public, commercial and political arenas for independence, authority, feasibility and technical validity – especially in the context of the outcome of the Planning Inquiry. The engagement of Dr R. J. Verkerk as a recognised specialist and BRE's own standing are fundamental in meeting this requirement.

Communication and Engagement

Dr Ed Suttie as BRE Project Manager will be the primary contact point between DCLG and BRE continuing his previous role with the termite contracts (BD2649, BD2834, BD2892, BD2990) and DCLG. He will ensure that only suitably qualified and trained staff are employed on the project, and that they fully understand their responsibilities and authorities concerning communication channels. Primary documented communication will be the annual reports and Dr Suttie will be responsible for timely and effective delivery of deliverables to BRE’s own exacting standards and to the satisfaction of MHCLG. He will ensure that invoices and supporting documents are accurate and according to the contract and that they are delivered in a timely manner and to MHCLG’s satisfaction.

Dr Julie Bregulla, who is the Director of BRE’s Building Technology Group will act as Deputy Contract Manager. She will also maintain an overview of the project and ensure that deliverables meet quality requirements by peer-reviewing the Annual reports.

The Communications Plan for this project is based on effective channels within the project team, and between the team and MHCLG (more is provided in section 5.3). Communication with MHCLG Project Manager (Judy Sutherland) will be through the Project Manager (Dr Ed Suttie) and Deputy Contract Manager (Dr Julie Bregulla).

Engagement with stakeholders will be during the arrangement of monitoring visits (property owners), Task 2 (Steering Group) and if contacted directly as contract manager by anyone (Local Authority, architects, media) we will seek confirmation from MHCLG to respond when appropriate. Consideration should be given on conclusion of this contract to engage with a wider audience about the conclusion of the programme. This may include a press release and an invitation event at Saunton or in Barnstaple.

Data security

We confirm compliance with the Data Protection Act, registration reference Z4827934 (BRE). We have a detailed Information Security Management Policy in place that provides an overarching framework, and a commitment of undertaking, to apply information security controls throughout BRE, to provide protection from internal and external security threats and to establish clear responsibilities for information security. We also have procedures in place that cover Control of Documents (including project documents) and Control of Records (including record retention and disposal). BRE is certified to the Cyber Essentials scheme (certificate # IASME-A-05070), due for recertification in January 2019.

Our procedures include the following:

Procedures for storing both physical and system data: System data is stored on networked file and database servers. It is not permitted to store corporate data on personal computers.

Data back-up procedures: The systems are backed up according to the Data Storage and backup policy. Data is mirrored, across two Data Centres in real-time and backed-up in both data centres each evening.

Procedures for the destruction of physical and system data: Our IT department disposes of all electronic equipment & media according to the WEEE guidelines using an approved ISO 27001 certified 3rd party. All data is wiped using CESG accredited ‘Blanco’ software.

How data is protected: BRE IT systems are managed according to the principles of least privilege and access to system data is controlled by named user accounts. Password strength and frequency of change are controlled according to group policies defined by BRE’s password policy.

Data encryption software used: BRE is implementing HDD encryption as part of our GDPR changes and this will be completed May/June 2018. All data in transit across insecure networks is encrypted in-line with best practice.

Use of laptops and electronic removable media: Laptop access is password protected. Only BRE supplied equipment can access the BRE network.

Details of person/s responsible for data security: The Chief Operating Officer is the BRE Group board member who has overall responsibility for information security.

Policies for unauthorised staff access or misuse of confidential/personal data: These areas are covered in our Grievance and Disciplinary procedures.

Policies for staff awareness and training of DPA: All new staff undergo induction training on their first day of BRE employment. Mandatory eLearning courses have been rolled out covering GDPR Awareness and Phishing Awareness.

Physical security of premises: Access to BRE Garston is controlled. Security guards are on site at all times. CCTV systems are in place and monitored.

GDPR compliance

This is of specific relevance to the property owners and TEP Steering Group who voluntarily are asked to opt in each year. BRE are preparing for the GDPR with a comprehensive programme of changes, these include:

• A team planning and coordinating the required changes, this includes our Data Protection Officer.

• All staff have to complete mandatory GDPR awareness training.

• Further classroom training has been provided on; data privacy & secure by design principles, data mapping and information risk awareness to the teams that handle personal data.

• Audits of personal data to records; location, use and compliance completed. Non-compliant data is being deleted.

• Data Privacy Policies and Data Protection Policies have been updated.

• BRE is contacting all marketing contacts to ensure we hold up to date information and to obtain their consent to continue processing their data.

• We are reviewing operating processes to ensure, security by design principles are enforced, Data Protection Impact Assessments are completed (where needed).

• The IT Service has reviewed technical security controls and is tightening controls in some areas.

• We have reviewed and updated our Information Security Incident Response procedure.

**Question 5.3**

**Potential Providers should describe their project management procedures and approach to the following:**

**• how communications between the team and the Authority will be handled;**

**• the approach to the reporting requirements;**

**• the processes for issues resolution and escalation procedures;**

**• how the Potential Provider will quality assure the deliverables produced as part of the project;**

Suppliers Response:

Communications

The Management procedures used for delivery of this project will be in line with BRE project management best practice. Our Management System is approved to BS EN ISO9001:2015, ‘Quality Management Systems’- certificate number 10049560, as well as to BS EN ISO14001:2015, ‘Environmental Management System -certificate number 10056985. Our Management System is also closely aligned to ISO/IEC 27001:2005 Information Security Management Part 1 Code of Practice. We are compliant with and certified to the Cyber Essentials scheme IASME-A-05070.

Dr Ed Suttie will be the BRE Project Manager, Commercial Representative and Contract Manager, and therefore the primary contact point between MHCLG and BRE continuing his previous role with the termite contracts (BD2649, BD2834, BD2892, BD2990) and MHCLG. He will ensure that only suitably qualified and trained staff are employed on the project, and that they fully understand their responsibilities and authorities. He will produce annual reports and be responsible for timely and effective delivery of deliverables to BRE’s exacting standards and to the satisfaction of MHCLG. He will ensure that invoices and supporting documents are accurate and according to the contract and that they are delivered in a timely manner and to MHCLG’s satisfaction.

The Communications Plan for this project is based on effective communication within the project team, and between the team and MHCLG.

Internal Communication

The fact that the majority of work will be delivered by BRE staff & associates, rather than by a consortium, acts to facilitate good communication. Formal internal communication activities will include internal quarterly project meetings, regular email and telephone updates.

Communication with MHCLG

Communication with MHCLG Project Manager (Judy Sutherland) will be through the Project Manager (Dr Ed Suttie) and if required the Deputy Contract Manager (Dr Julie Bregulla). Every two months an email update against the plan will be sent from BRE. A virtual meeting each year with MHCLG is suggested with an agreed agenda and key staff. Progress against the delivery plan will reported on. The meeting will be documented and the notes circulated for agreement.

Communication with property owners

Excellent communication links are established with property owners at the Dunes and the Brackens. We will ensure that the timetable set for this project will be met as the site inspection and monitoring visit is scheduled for May 2018 and we have advised the property owners of this activity and have their agreement to visit.

Reporting requirements

The reporting requirements are structured around the project timetable and a series of specific deliverables linked to the project milestones identified by MHCLG (see section 5.1). These include:

• Report from each site visit including steering group views and recommendations as applicable.

• Annual Reports, including results of monitoring visits, steering group views and recommendations and details of any erad

ication actions.

• An annual draft information leaflet, for distribution to local and other interested parties.

Email reports

The Project Manager will communicate with the MHCLG Contract Manager and alert via email of the outcome of each site monitoring visit. This will be within 5 days of the monitoring visit to confirm absence of termites on conclusion of the site visit or if termite activity is present a confirmation and suggested next steps using Task 5 resources.

Deliverables

A report of each site visit, the text for the draft information leaflets and the summary of the steering group liaisons can be issued as individual reports at the request of the MHCLG Contract Manager.

Annual reports

A formal BRE report will be issued as the Annual Report providing a compilation of all activity under the contract for the year. This will include the monitoring visits, the draft leaflet text, steering group liaisons and any activity under the provisional Tasks 5 or 6. BRE reports are peer reviewed, in this case by Dr J Bregulla, who will provide thorough scrutiny of the quality and clarity of our outputs in line with our quality policy.

For all our communication approaches with MHCLG we will actively seek feedback on how to improve the process and content. We aim to, wherever possible, continually improve the way in which work can be delivered throughout the duration of the contract.

Processes for issue resolution and escalation procedures

Any team member, stakeholder or client representative can raise an issue with this contract, project and its execution and delivery. These may be direct or they may be raised with them by other parties (e.g. homeowners, local stakeholders, MHCLG, the Steering Group). Issues are in the vast majority simple to resolve (e.g. we need access to the property on a certain date) some may however be more complex (e.g. we have been contacted by a homeowner as they have a concern). The intent is to ensure that as many issues as possible are resolved at the lowest level possible.

The issue management process consists of six steps.

1. Identification: Issues are raised by team members or the client with the Project Manager who records the issue in an excel spreadsheet issues database accessible to the project team.

2. Validation: The issue is validated on the day of being raised in discussion between the issue raiser and Project Manager and mentioned in the weekly project team catch up meetings.

3. Analysis: Most issues will be immediately resolvable by deploying our previous practical experience and knowhow of the contract and stakeholders using our dedicated and expert team. These issues are closed. If the issue cannot be resolved or action taken immediately, it will require analysis by the Project Manager to identify any impacts to project scope, schedule, staff resources, MHCLG and stakeholders. The analysis is added to the issues database.

4. Tracking and Reporting: The Project Manager monitors the issues database to ensure all open issues are being managed effectively and progressed satisfactorily.

5. Escalation (if needed): The BRE, MHCLG and stakeholders strive to make decisions and address issues at the lowest possible level. An escalation of an issue will first be made by the Project Manager by telephone conversation followed by email to the MHCLG Project Manager. This should enable resolution. When an item is escalated it requires a meeting or teleconference to discuss, which will be scheduled within 5 days of the notification of escalation.

6. Resolution and Closure (if needed): The Project Manager, Deputy Project Manager and MHCLG Project Manager will review the escalated issue and solution alternatives. They will approve recommended resolution and commit appropriate resources to support the resolution and provide an account of impacts to scope and schedule.

Deliverable quality assurance

The deliverables are quality assured in accordance with our Management procedures used for delivery of this project will be in line with BRE project management best practice. Our Management System is approved to BS EN ISO9001:2015, ‘Quality Management Systems’- certificate number 10049560.

In all cases deliverables are peer reviewed by a senior colleague and then discussed with the authors. In the case of the field reports from the site visits these are authored by the field team (Nancy Howard and James Tattersall) and are peer reviewed by the Project Manager (Dr Suttie) and Scientific Lead (Dr Verkerk). In the case of the draft information leaflets and Annual Reports, the Project Manager (Dr Suttie) will be lead author and the peer reviewer will be Dr Bregulla (Deputy Project Manager) or in her absence Cathy Crawley (Dr Suttie’s direct line manager).

**Question 5.4**

**Please outline your approach to risk and issue management and risk mitigation in relation to the service delivery of the requirements set out within Appendix B.**

Suppliers Response:

Risk Management and Mitigation

This contract continues work previously conducted under the termite eradication programme, and as such all the procedures and personnel are in place and are now well proven. The BRE-led team are thoroughly experienced in the history, techniques and unique requirements of the project and this new contract. The results of the previous contracts have been highly successful so consequently the overall risks are very low.

Our approach to Risk Management and Issue Management (see section 5.3) is to identify the risks or issues as soon as possible directly and through the informal BRE project team catch ups. These will be added by the Project Manager to the review of the risk register or issues database as appropriate to discuss and ensure early and effective mitigation. Any team member, stakeholder or client representative can alert the team to a potential risk or raise an issue with this contract, project and its execution and delivery. The intent is to ensure that as many issues as possible are resolved at the lowest level possible and as many risks are mitigated to a manageable level and monitored.

The risk and issue management process consists of five steps.

1. Identification: Risk register and issues database.

2. Validation: The issue is validated by the Project Manager.

3. Analysis: An analysis of resolution alternatives and a suggested resolution will be identified. The analysis is added to the issues database.

4. Tracking and Reporting: The Project Manager monitors the issues database to ensure all open issues are being managed effectively and progressed satisfactorily.

5. Management and closure: The processes for escalation of issues, resolution and closure are in section 5.3 The review of the risk register at the monthly BRE project team meetings will ensure risks are managed.

We have developed a risk register and scoring system identifying issues that could potentially impact on the contract and what mitigating actions/controls will be available. It will be personally maintained by the Project Manager, and reviewed as a standing item for internal project meetings. Building on our track record and drawing from our experience of delivering current and previous work over many years we do not anticipate significant risks. However, the risk register covers the areas of management, technical, financial and stakeholder relations, with proposed mitigations actions, or controls.

The content of the risk register is structured as follows:

• The risk register records the RISK and is specified if HSE/Privacy/Data Protection Risk; specify degree of knowledge or certainty; Risk cause.

• Evaluates the LIKELIHOOD on a scale of 1-5 (where 5 is highly likely).

• Evaluates the IMPACT of the risk on the project on a scale of 1-5 (where 5 is project critical).

• Calculates a RISK RATING by combining Likelihood x impact to give a single number. If 1-5 = Risk not judged as material; 6-10 = Risk to be managed within project Team; 11-25 = Risk kept under close observation by Project Manager and MHCLG regularly updated.

• Assigns a RISK MANAGER as responsible team member.

• Identifies MITIGATION/CONTROL measures for this risk and specifies precautions and actions to reduce Risk.

We have identified a number risks at start including management, technical, financial and stakeholder related. All these have been assessed and have mitigation controls in place now.

Management risks:

RISK: Project start is delayed (Likelihood 2 x Impact 5 = Risk Rating 10) manager Project Manager.

BRE are committed to speedy completion of the contract negotiation stage and will provide resources as required. BRE have arranged the May 2018 monitoring visit with property owners to ensure contract start is not delayed.

RISK: Loss of Dr Verkerk from the Project Team (Likelihood 1 x Impact 5 = Risk Rating 5) manager Project Manager.

Dr Verkerk's position at Imperial College is under a consultancy arrangement and he has a broad and robust portfolio of additional consultancy engagements with other Clients. He travels extensively and undertakes many assignments overseas. The risk of his non-availability over the period of this Contract is rated as extremely low, all key dates and processes have been agreed with Dr Verkerk and are in his diary.

RISK: Lack of continuity of expertise due to other key staff leaving (Likelihood 2 x Impact 2 = Risk Rating 4) manager Project Manager.

BRE has a strong project team who have extensive experience in this area. Hence, if any team member left or was unavailable we would have sufficient staff resources to cover the tasks. This is illustrated by the range of people and expertise in the project team.

Stakeholder relations risks:

RISK: Withdrawal of co-operation of property owners (Likelihood 1 x Impact 5 = Risk Rating 5) manager Project Manager and Field Officers.

The risks of withdrawal of co-operation of the two principal property owners are very small since they are the two key beneficiaries of a successful outcome. We intend to continue the close contact with the owners keeping them fully informed and seeking their agreement to the intervention necessary. The present team has established very good relations despite difficulties at times, and this will be critical to maintaining co-operation for the future.

RISK: Conflicts of interest (Likelihood 1 x Impact 5 = Risk Rating 5) manager Project Manager.

One of BRE’s core values is ‘beyond reproach’ and our reputation for independence and impartiality is well known. As a result we do not anticipate any conflicts of interest. If any are identified this will be raised with the Programme Director and MHCLG for discussion of how to preclude any bias.

Financial risk:

RISK: Financial failure of BRE (Likelihood 1 x Impact 5 = Risk Rating 5) manager Project Manager.

The risk of BRE failing as a business is very small. BRE has nearly 100 year history of operation and financial stability, and is currently financially viable.

Technical risks:

RISK: Inability to deliver within MHCLG’s timetable (Likelihood 2 x Impact 3 = Risk Rating 6) manager Programme Director and Project Manager.

The team will review timescales and responses and highlight to MHCLG potential problems at an early stage. We seek to continuously improve delivery within the duration of the contract.

RISK: Inability to source hexaflumuron (Likelihood 2 x Impact 4 = Risk Rating 8) manager Project Manager.

The team will review hexaflumuron availability on award of contract and confirm with HSE that approval for use in this project is maintained. The international and technical reach of the TEP Steering Group significantly de-risks this issue.

**[ANNEX 5 – CLARIFICATIONS]**

**Question 1**

Please clarify form of responses in Capability and Service Delivery. Where you say max character count permitted and no further attachments. Does this mean:

a) you want say 8,192 characters to be added into the text box and no attachments. OR

b) We can add the 8,192 characters onto an A4 response and upload at the paperclip, with a text msg in the text box referring to the attachment.

**Response**

The Agent can confirm that the responses to the Capability and Service Delivery questionnaires must be submitted via the allocated text boxes. Any attachments uploaded via the paperclip icon for this question within the eSourcing suite will be disregarded for evaluation purposes.

**Question 2**

In Section 7 (Appendix B) the Key Milestones are set around a 3 year contract. However in section 1.3 of the ITT it states there is an additional 6 month period.

In Annex E Pricing Schedule - what milestone(s) should be priced for in the Year 4 part of the table?

**Response**

The Employer has confirmed that Site Visits will be required in May 2021 & October 2021. The Potential Provider will also be required to provid a final summary report in November 2021. Please use the 'Year 4' section of Appendix E - Pricing Schedule to submit these costs.

**Question 3**

Clarification as to which party owns the IPR generated as a result of the contract

At Appendix B, clause 18, it states “Any Intellectual Property arising from this work would be retained by MHCLG”.

At Appendix C - Terms and Conditions, clause 9.2, it states (underline mine): “All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).”

Please would you clarify, given the apparent differing positions above, which party owns the IPR generated as a result of the contract.

**Response**

Potential Providers should note that the position on IPR as outlined in Appendix C - Terms and Conditions takes precedence. Please disregard Appendix B, clause 18 as this was included in error.

**Question 4**

Insurance requirements under the contract

The bid documents provided do not appear to refer to the minimum levels, and types of insurance required of the successful bidder. Kindly provide those minimum levels and types.

**Response**

In relation to liability levels, can Potential Providers please refer to Appendix C - Short Form Terms and Conditions for Services clauses 9.4 & 14.4

**[ANNEX 6 – ADDITIONAL TERMS & CONDITIONS]**

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**ANNEX 7 – CHANGE CONTROL FORMS**

|  |
| --- |
| **Contract Management Guidance – Template #10****CHANGE CONTROL FORM- General – v. 4** |
| **Contract Name:** |   | **Contract Ref. No.** |  |
| *[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.****Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance****][Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*Change Control Process map:  |
| **CUSTOMER CHANGE NOTICE (CCN)** |
| *[insert summary of contractual provision/ process agreed with the supplier for contractual change control]* |
|   |
| Initiated by:*[unique ref. No., as recorded in Change Control Register]**[name/ job title/ organisation]*CCN Reference:Source of change::Date CCN Raised by relevant party:[*Customer/ CCS/ Supplier]*This is a variation to the contract between the [insert authority] and [insert supplier]. The Terms and Conditions of the Contract apply but with the following amendments:Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]***STAGE 1 - CUSTOMER**Summary of proposals/ requirements*[lump sum/ ongoing payments]*Proposed payment:Required delivery date, with rationale:*[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]* Change authorised to proceed to Stage 2 **(Customer organisation representative)****)**:Date Print Name & Position Signature Change authorised to proceed to Stage 2 **(CCS representative)**:Signature Print Name & Position Date  |
| **STAGE 2 – SUPPLIER** |
| **Comments/ Caveats on requested change** | *[e.g. proposed implementation route; conditions of delivery]* |
|  |
| **CAPITAL / IMPLEMENTATION COST** |
| **Labour** |  |
| **Materials** |  |
| **Other Costs** |  |
| **TOTAL:** |  |
| **REVENUE COSTS (per annum)** |
|  | **Contract Base Rate** | **Current Contract Rate** |
| Breakdown |  |  |
| Breakdown |  |  |
| Breakdown |  |  |
| Breakdown |  |  |
| **TOTAL** |  |  |
| **ABORTIVE COSTS:** | *[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal ]* |
| *NB: Any abortive costs to be discussed with the customer before being incurred* |
| Anticipated period from CCN being authorised by customer to start of related provisionAnticipated implementation period, if any Signed (**Supplier Representative**):Print Name & Position:Date:Change authorised to proceed to Stage 4 **(CCS)**:Signature Date Print Name & Position  |
| **STAGE 3 - CLARIFICATIONS** |
| *[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]* |
| Clarifications/ queries to supplier regarding Date:their proposals: Supplier Response Date:   |
| **STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION** |
| CCN Withdrawn:*[Yes/ no]* |
| By signing below, unless CCN is withdrawn, the *[Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract. |
|
|  Signed (**Customer Representative**):Print Name & Position Date: Change authorised to proceed to implementation (**CCS)**:Print Name & Position SignatureDate: |
| **STAGE 5 - CCN COMPLETION SIGN-OFF**I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.Date works have been completed/ provision required under the CCN commenced:Date Signed by Customer:Signed (**Customer representative**):Print Name & Position  |

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| **Contract Management Guidance – Template #10CHANGE CONTROL FORM- Extensions – v. 5** |
| **Contract Name:** | XXXX | **Contract Ref. No.** | XXXX[Insert CCN Change Number] |
| *[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.****Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance****[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*Change Control Process map:  |
|  | **CLIENT CHANGE NOTICE (CCN)** |   |
|  |
| *[insert summary of contractual provision/ process agreed with the supplier for contractual change control]* |
|   |
| *[unique ref. No., as recorded in Change Control Register]**[name/ job title/ organisation]*CCN Reference:Initiated by:Source of change::Date CCN Raised by relevant party:[*Customer/ CCS/ Supplier]*  |
|  |
| **STAGE 1 - CLIENT** |
| Summary of proposals/ requirements :      | Further to the current contract expiry date of [insert date] the [insert contracting authority name] wishes to take up the option of a [insert extensions duration] extension to [insert new expiry date] as per the [Contract/ Agreement/ Call off]. The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule. |
| Proposed payment: | In line with the Terms and Conditions of Contract |
|  |
| Required delivery date, with rationale: | *[Contract current expiry date]* |
|  |
|  Change authorised to proceed to Stage 2 **(Customer organisation representative):** Signature Print Name & Position Date Change authorised to proceed to Stage 2 **(CCS representative)** Signature Print Name & Position Date |
|  |
| **STAGE 2 – SUPPLIER** |
| **Comments/ caveats on requested change:** | *[e.g. proposed implementation route; conditions of delivery]* |
|   |
| **ABORTIVE COSTS :** | *[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal ]*  |
| *NB: Any abortive costs to be discussed with the client before being incurred* |
| Anticipated period from CCN being authorised by client to start of related provision |
| [Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation |
|
| Signed (**Supplier Representative**): Print Name & Position: Date:  |
| **STAGE 3 – CLARIFICATIONS***[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]* |
| Clarification/ queries to to supplier regarding Date: their proposals:Supplier response Date: |
| **STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION** |
|  [Yes/No]Variation Withdrawn  |
| By signing below, unless CCN is withdrawn, the *[Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier. |
|
| Signed (**Customer Representative**):DatePrint Name & Position SignatureChange authorised to proceed to implementation (**CCS)**:Date Print Name & Position Signature |
| **STAGE 5 - CCN COMPLETION SIGN-OFF***[This section doesn’t need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]* |
| I confirm that the [works have been completed/ provision required under the CCN commenced] in accordance with the customer requirements and supplier proposals in this CCN. |
| Date works have been completed/ provision required under the CCN commenced:Date Signed by Customer:Signed (**Customer representative**):Print Name & Position  |