

INVITATION TO TENDER



National Lottery Heritage Fund

Invitation to Tender for Capital Works to Refurbish The Whitaker, Barn and Stables Buildings.



THE WHITAKER
Rossendale **Museum** & **Art Gallery**

Version Control:

Reviewed/ Updated by:	Date of review/ change:	Version #
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Please read this entire document before completing your response.

1.1 INSTRUCTIONS:

Capital Works - The Whitaker, Barn and Stables Buildings:

- 1.1.1 Rossendale Borough Council (“the Council”) and The Whitaker CIC are inviting you to tender for the provision of those services described in section 2 below (Specification) (“the Service”).
- 1.1.2 You are required to submit your Tender to meet the specification set out in Section 2 of this Request for Tender.
- 1.1.3 It is essential that you comply with the following instructions in the preparation and submission of your Tender. The Council reserves the right to reject any Tender that does not comply with these instructions.
- 1.1.4 Tenders must be received by **12 noon on Friday 24 January 2020**. Any Tender submitted after this date and time will be disregarded by the Council.
- 1.1.5 Procurement timescale:
The process is being conducted in accordance with the following indicative timescale:
Tender document issued..... w/c 9 December 2019
Information session..... 14 January 2020
Closing date for receipt of tender..... 12 noon Friday 24 January 2020
Start of assessment period (estimated)..... Monday 27 January 2020
Letter of intention to appoint..... w/c approx. 3 February 2020
Contract award (estimated)..... approx. 28 February 2020
- 1.1.6 **Bidders are requested to register their interest to: charlottesteels@rossendalebc.gov.uk to ensure that any amendments or questions can be shared with all interested parties. Clarification questions should be submitted to the same email no later than 7 days prior to closing date. Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all EOI registered parties.**
- 1.1.7 Other than the registered officer, Charlotte Steels, no other Council employee or member of the Council or Whitaker CIC has the authority to give any information or make any representation (express or implied) in relation to this Tender, or any other matter relating to the Contract. Any attempt to lobby for or against to Members or Officers of the Council or media during the tender process may be considered grounds for exclusion.
- 1.1.8 **Completed tenders must be sent to the following email only: tenders@rossendalebc.gov.uk no later than 12 noon on Friday 24 January 2020 and marked in the title as “Capital Works – The Whitaker, Barn and Stables Buildings”. In the event of a large submission, tenderers are requested to send several emails which are clearly numbered and indexed.**
- 1.1.9 **Your tender must include the following documents:**
- i Full price schedule and cost breakdown

- ii Method statement response
- iii Certificate of Non-Collusion and Non-Canvassing
- iv Acknowledgement and Agreement of the Data Protection Agreement

The Council reserves the right to reject any tender where the Tender Response has not been fully completed.

1.1.10 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.

1.1.11 A Tender submitted in accordance with this Request for Tender will be deemed to remain open for acceptance or non-acceptance by the Council for a period of 90 days from the closing date stipulated. The Council may accept the Tender at any time within this prescribed period. The Council shall, however, not be bound to accept the lowest or any quotation.

1.1.12 If your Tender is accepted by the Council, you will be required to enter into a Contract with the Council for the provision of the Services ("the Contract"). The Contract shall incorporate the terms and conditions published with this Request for Tender.

1.1.13 Your Tender must be completed in full and in English.

1.1.14 Your Tender must be submitted in Microsoft Word format and any supporting documentation must be submitted in Microsoft Word, Microsoft Excel or Adobe PDF format. It is your responsibility to ensure that the Council receives your tender by the specified deadline. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance they must contact the Procuring Officer **no later than 4 calendar days before the submission date for the Tender** to enable any technical queries to be investigated and resolved.

1.1.15 Your Tender must be signed and dated where required.

FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").

As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties**" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information.

The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

2.0 SPECIFICATION:

Capital works - The Whitaker, Barn and Stables Buildings:

Background:

- 2.1 The Whitaker Museum and Art Gallery is housed in the former Oak Hill House, within Whitaker Park. Owners of the property, Rossendale Borough Council and operating partners The Whitaker CIC have been successful in securing funding from the National Lottery Heritage Fund for a regeneration project which will refurbish the existing buildings and link the current museum to the stables and barn to the rear via a new link building.
- 2.2 Rossendale Borough Council and the Whitaker CIC wishes to engage with an experienced contractor with a proven track record of successfully delivering heritage construction projects.
- 2.3 The successful contractor sought by this Tender will be required to meet the deadlines set by the project board and Rossendale Borough Council and be expected to cooperate with Lead Consultant Day Architectural and all appointed sub-contractors such as M&E contractors, quantity surveyor and structural engineer etc.
- 2.4 This project will be managed by stages and the building works will be split into distinct phases – Phase 1 will include the redevelopment of the existing barn & stables and the formation of the new ‘link’ building. Phase 2 will include alterations to the existing museum building and external works.
- 2.5 The park and museum site will remain open to the public throughout the build stages, with ongoing access to the premises required by staff. The appointed contractor will be expected to work with the project team to establish a system of safe working practices including the comprehensive screening of build areas and phased works to enable continued access to staff and the public to permitted areas, whilst ensuring that works remain on target. An indicative phasing strategy has been drafted by Day Architectural, and is contained within this tender pack.
- 2.6 The Contractor is to take all reasonable steps to ensure that no undue noise or disturbance is caused to local residences or members of the public.
- 2.7 The Contractor must allow, where applicable, for any temporary measures which may be necessary to ensure that the occupier is not at any time without proper utilities. This requirement includes the provision where necessary of temporary toilets, power and water supply.
- 2.8 The contractor will be required to work alongside the appointed interpretation design and fit out contractor who will be developing the new museum exhibitions and storage area.

Overview of the capital works:

Sections below are to be read in conjunction with Appendix F: RIBA Stage 4 pack.

Background and Summaries

2.9 Redevelopment of the barn and stables

The barn and stables building sits subservient to the existing museum and is shielded by a large garden wall element which stretches laterally across the site. Though extensive alterations have taken place throughout, numerous original artefacts remain and provide evidence of its former use as a working stable. It is proposed that this element will be redeveloped into a multi-faceted asset which will strengthen and expand upon the current offer within the museum. On the ground floor level, a large, double height multi-functional space will be provided for events, exhibitions and activities. Food and drink preparation areas will be provided alongside visitor welfare and toilet facilities.

On the upper storey the existing spaces will be consolidated and re-arranged to create exhibition spaces and museum grade storage facilities.

A bat emergence survey carried out in September 2019 identified the presence of one bat. As such a follow up survey has been recommended to take place in May 2020. This will prevent any works to the barn/stables roof commencing until presence is confirmed or otherwise. This should be factored into scheduling of build works.

2.10 Formation of the Link Building

The house and the stables are valuable heritage assets which must be respected. The large garden wall currently diminishes the relationship between the buildings and a contemporary, yet sensitive intervention is proposed which promotes greater levels of accessibility for users with limited mobility.

Connecting the museum and the stables, the new link building will provide a prominent entry point which will enclose a dining area and facilitate access to each floor level within both the museum and the stables.

The new extension will seek to connect and complement the existing structures using a material which does not detract from the stone and masonry features. Instead, a simple pallet of materials, predominantly composed of timber and glass, will gently bring these two buildings together.

Though the new link will extend along the front elevation of the barn, the barn's large stone archways which provide entry into the double height multi-use space will be retained with the new extension sitting in a subservient position to the archway so as not to obstruct this important aperture.

To accommodate the new lift area and stairs there will be a requirement to build a new retaining wall in close proximity to / at the base of an existing stone retaining wall (see section 1-1 on BGH drawing 2211.01.106). In order to install the new low level retaining wall the contractor will have to design a temporary works scenario to ensure a safe method of working in this area, which will also be heavily informed by the results of a Phase 2 Geo-technical report which is to be commissioned.

2.11 Alterations to the existing museum building

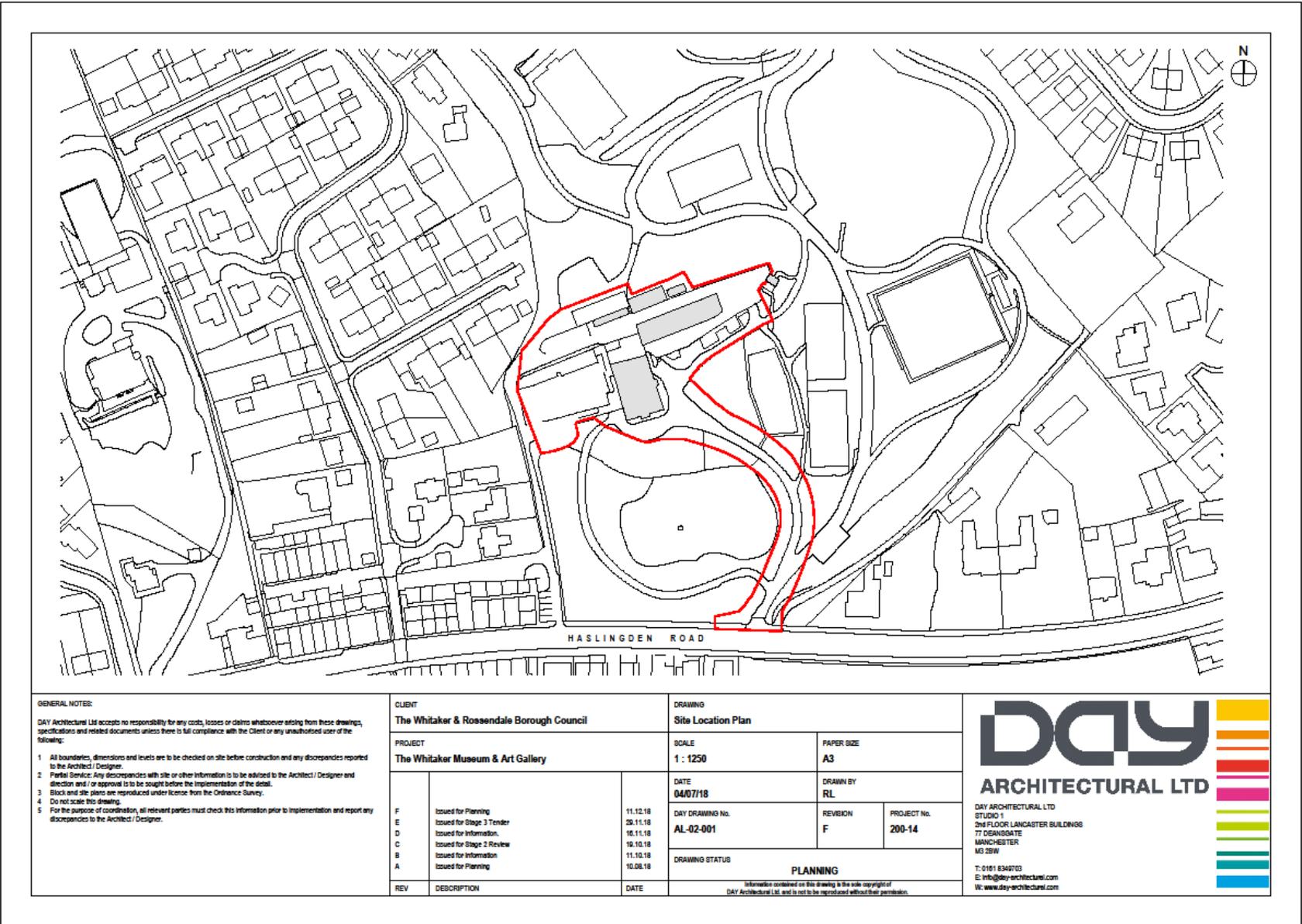
The former house is a prominent characteristic within the parkland setting and sits proudly in front of its subservient neighbour. At present, the house contains a museum, exhibition and activity spaces alongside food and drink offerings, staff offices, storage, kitchen facilities and welfare. Under the development works will include:

- Consolidation of the existing toilet and storage facilities to provide new WCs, including a DDA Accessible facility and a change room.
- The existing kitchen area will be converted into a shop.
- General works to the floors, walls and ceilings in these areas will be required to ensure a consistent interface with the new building.
- A link to the new extension and the adjacent stables will also be provided at both ground and first floor levels.

2.12 Formation of the External Works

The external works are intrinsic to the success of the proposed design. Externally, the site faces significant level changes and is currently fronted by a large terraced area which is aligned to the garden wall and diminishes to a level access point towards the north-east edge of the site. The terrace area currently houses informal seating areas and planting.

- Demarcation of the new entrances will be provided within the landscaping scheme to better define the access and egress points.
- Soft landscaping and retaining structures will be required to grade out some of the more significant level changes, while ramped access points will allow all users to circulate both the building and the external spaces.
- An external courtyard will be provided from both the barn and the new extension for external seating and overflow from the events spaces.
- Allowances will need to be made within the cost plan for works to cobbled areas which wrap the barn, alterations to the garden wall and for the more sensitive over-cladding of the existing industrial gates and fencing.



2.13 Project timescales: It is mandatory that the successful Tenderer will be required to adhere to the following timescales:

Item	Date
Mobilisation	w/c 3 February 2020
Access to barn and stables	w/c 16 March 2020
Phase 1 barn/stables and new build	w/c 16 March – 7 August
Phase 2 works to existing museum building	10 August 2020 – 6 November
Phase 2 completion and formal handover	6 November 2020
12 months defects period	7 November 2020 – 6 November 2021

2.14 Liquidated Damages:

Failure to comply with the phase 1 and 2 completion deadlines will incur a weekly charge or part thereof beyond 7 August / 6 November 2020 respectively.

This will be calculated using the following formula:

Part 1

Contract sum + 10% (the cost associated with getting another consultant to do work)
X 0.002 (interest on capital) = value A.

Part 2

Contract sum + the 10% x 1.5 % (Local authority fee's) divided by 52 weeks = value B

Therefore, total Liquidated Damages per week = value A + value B

2.15 Provision of Information:

2.15.1 Every effort has been made to ensure the completeness and accuracy of the information provided in this Invitation to Tender. The selected Tenderer will be required to satisfy itself as to the accuracy and completeness at its own cost.

2.15.2 The Council and the Whitaker CIC will provide relevant information and communications to enable the consultants to undertake the work. This will include:

- Project Board oversight and operational direction
- Project Manager liaison
- Coordination with other Council teams and the National Lottery Heritage Fund

2.15.3 Supporting documents to assist in the development of the tender are listed in the appendices at the end of this document and in the drawings provided.

2.15.4 Interested parties are encouraged to make an appointment by contacting charlottesteels@rossendalebc.gov.uk to attend to view the premises on the advertised date of 14 January to familiarise themselves with site access and

conditions and to have the opportunity to direct any questions to the Architect and Project Manager to support their completion of the tender.

2.16 Management Arrangements:

2.16.1 The commission will be managed by Day Architectural and overseen by Rossendale Borough Council's Economic Development Team led by the Economic Development and Property Service Manager, Guy Darragh and Project Manager Charlotte Steels. Monthly progress meetings will be scheduled by Day Architectural to monitor the project development.

2.16.2 Whitaker CIC Director Carl Bell is a strategic partner for the project. Overall oversight and direction for the project will be carried out by the Project Board.

2.16.3 The Project Board will require regular access to the site to view progress and verify schedules of work progress.

2.17 Submission Requirements:

Tenderers are invited to submit proposals to be reviewed by Rossendale Borough Council, the Whitaker CIC and Day Architectural for consideration demonstrating the following:

- An understanding of the brief and requirements
- A methodology of how the capital works will be delivered to the required specification.
- A work programme timeline which reflects the methodology to achieve the required stages within the project timescales, bearing in mind requirements that the works are carried out in a live environment. For an indicative phasing strategy please refer to Appendix D.

2.18 Resources and Personnel:

2.18.1 Tenderers must specify how their project team will be set up, who will lead it and the roles each member of the team will play; the roles and responsibilities of any sub-consultants should also be set out clearly. CVs of the Project Director, Project Manager, and other appropriate staff, including any sub-consultants, should be provided.

2.18.2 A clear day to day project manager must be identified who will be the main contact and who will have full knowledge of every aspect so that any immediate issues can be quickly addressed, or meetings attended at short notice

2.19 Social Value:

Rossendale Council supports the recruitment of local unemployed residents and apprentices. The Council runs an employability project Rossendale Works. Please confirm the possible number of Rossendale Works placements that will be offered as well as confirming the possibility of them gaining paid employment if they prove suitable. Also please state the number of apprentices to be employed on this project.

2.20 Capability Statements and References:

2.20.1 Contractors will be required to demonstrate a proven track record with regards to the requirements of the contract. The key skills and competencies required are:

- Proven track records of the contractor and the primary supply chain members.
- Experience and track record of successful delivery of heritage building works.
- Quality of resources and expertise available in relation to heritage building works.
- Development of risk management.
- The ability to co-ordinate value engineering with designers and supply chain.
- Ability to manage time, cost, quality and risk.
- Ability to effectively manage Health & Safety issues.

2.20.2 Please provide details of two comparative or relevant projects carried out by your organisation and by the individuals who would be part of the project (please limit each example to one double-sided A4 page).

2.20.3 Details of two independent referees (including at least one Local Authority), for whom similar, or comparable, work has been conducted.

2.21 Fee Proposal:

2.21.1 The Council has a maximum budget set for the completion of the works and bids above £1.12 million may not be considered. Bidders should clearly set out their fees involved, including a breakdown of the fees for each of the persons involved. This should cover the following:

- A breakdown of costs relevant to each stage of the project and fee structure;
- The number of hours and rates for each member of the team as appropriate; and
- Overall budgeted fee for the total project.

2.21.2 The fee for the full scope of the works will be fixed in advance and include all expenses excluding VAT. Fees will be paid monthly on provision of all appropriate invoices for the claim period.

2.21.3 10% of the fee will be retained until 12 months after practical completion.

3.0 EVALUATION CRITERIA and SELECTION PROCESS:

- 3.1 The criteria described in this Invitation to Tender is the criteria used by the Council to determine the Most Economically Advantageous Tender. You must provide the information required in section 5 (Tender Response). The information you provide will be evaluated by the Council using the criteria described below and the Contract will be awarded in accordance.
- 3.2 Your Tender Response will form part of the Contract.
- 3.3 Tenders will be scored using the following criteria:

Price	Pass / fail 60%
Method Statement 1 – Implementation - Detailed description of how the Tenderer will meet the requirements of the project within time constraints and indicating phased museum closure. <i>(1000 word limit)</i>	40%
Method Statement 2 – Methodology - Detailed description of how the Tenderer will manage subsequent sub-contractors to ensure uninterrupted project delivery to the highest of specifications. <i>(1000 word limit)</i>	
Method Statement 3 – Named attendance at project Board; 2 weekly site inspections and Project Manager meetings and CVs. <i>(500 word limit)</i>	
Method Statement 4 – How the tenderer will ensure cooperation with other consultants commissioned within the project; link to Rossendale Works and apprentices. <i>(500 word limit)</i>	
Method Statement 5 – Knowledge and experience of delivering successful heritage building projects including specialist heritage qualified staff / advisors. <i>(500 word limit)</i>	
Method Statement 6 – Risks and Advantages - How the Tenderer will mitigate and manage risks and bring innovation. <i>(500 word limit)</i>	
Method Statement 7 – How the Tenderer proposes to manage the delivery of the contract whilst the venue is still an operational site, open to the public. <i>(500 word limit)</i>	

- 3.4 **Responsible Procurement:** The answers provided in your response will be evaluated and scored. Bidders who self-certify that they do not meet the requirements of this section will be excluded.

- 3.4.1 The provision of insufficient or false information and/or any responses that leads the Council, acting reasonably, to conclude (considering the risk that the relevant answer concerns the Bidder's ability to properly perform the contract) that it would be inappropriate to select the Bidder on this occasion, will result in exclusion.
- 3.4.2 Exclusion grounds may apply at any point in the procurement process up to the award of contract.
- 3.4.3 We reserve the right to invite tenderers to attend a clarification interview as required.

3.5 **SCORING METHODOLOGY:**

- 3.5.1 The following scoring methodology shall be used for the Method Statement question(s):

Score	Performance
0	The response raises major concerns about understanding or approach which is potentially highly detrimental to satisfactory service delivery or contract performance.
1	The response suggests significant shortcomings of understanding or approach which may impact on service delivery or contract performance.
2	The response suggests minor shortcomings of understanding or approach which may impact to a short extent on service delivery or contract performance.
3	The response raises no concerns about understanding or approach to service delivery or contract performance.

- 3.5.2 If a tender scores '0' against any one or more method statements, this will give grounds for excluding that tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.

3.6 **PRICE:**

- 3.6.1 Price shall be allocated a total of 60% of the marks available.
- 3.6.2 Your Price submission will be scored using the following methodology:

(Lowest Price Submitted / Bidders Submitted Price) x Weighting

- 3.6.3 The Council will seek clarification from you if your submitted Tender is considered by the Council to be economically unviable. Following a review of any submission that you make in response to such a clarification, if the Council remains of the opinion that the submitted Tender is economically unviable, the Council will reject that Tender.

4.0 JCT Intermediate Building Contract 2011 Contract Particulars

4.1 The terms of the contract will be as per the JCT Intermediate Building Contract 2011 Edition (as updated from time to time) as published by Sweet & Maxwell of 100 Avenue Road, London, NW3 3PF and completed in accordance with the details set out below subject to amendment in accordance with public sector prompt payment obligations and further detail available in the specification.

Articles of Agreement

The Employer: Rossendale Borough Council

The Contractor: The successful tenderer

Recitals

First: Refurbishment works to the museum, barn and stables, formation of a new link building connecting the existing buildings and external landscaping works to the front of the site.

At The Whitaker, Rawtenstall, Rossendale.

Second: As listed in Appendix F of the specification

Third: Bills of quantities, the specification, work schedule

Fourth: A

Sixth: Will not apply

Articles

Article 2: Contract Sum: The accepted price submitted by the successful tenderer, as agreed by the employer

Article 3: Architect/Contract Administrator: Day Architectural of Studio 1, 77 Deansgate, Manchester, M3 2BW

Article 4: Quantity Surveyor: Donald Lomax and Partners Ltd. of Capricorn Park, Blakewater Road, Blackburn, BB1 5QR

Article 5: CDM Coordinator: Nationwide CDM, Suite 2 1st Floor, Gateway House, Styal Road, Manchester, M22 5WY

Contract Particulars

Fifth Recital and clause 4.5: Employer at the base Date is not a 'contractor' for the purposes of the CIS

Seventh Recital: the project is notifiable.

Eighth Recital: N/A

Ninth Recital: N/A

Tenth recital and Schedule 5: Collaborative working Paragraph 1 applies

Health and safety paragraph 2 applies

Cost savings and value improvements Paragraph 3 applies

Sustainable development and environmental considerations Paragraph 4 applies

Performance indicators and monitoring Paragraph 5 applies

Notification and negotiation of disputes Paragraph 6 applies, Employer's nominee

Charlotte Steels; Contractor's nominee to be confirmed by the successful tenderer

Article 8 and clauses 9.3 to 9.8 (Arbitration) apply

Clause 1.1 Base Date: 13 December 2019

Clause 1.1 CDM Planning Period: 6 January – 15 March 2020

Clause 1.1 Date for completion of the works: 6 November 2020

Clause 2.4 Date of possession of the site: 16 March 2020

Clause 2.5 Deferment of possession of the site clause 2.5 applies

Clause 2.23.2 Liquidated damages: as calculated using the agreed price and formula provided in the tender document.

Clause 2.30 rectification period: 12 months

Clause 4.6 Advance payment: Clause 4.6 does not apply

Clause 4.6 Advance payment bond: An advance payment bond is not required.

Clause 4.7.1 Interim payments – due dates: The first due date is: To be agreed but within one month of the date of possession.

Clause 4.8.1 Interim payments – percentages of value is 95%

Clause 4.9.4 does not apply

Clause 4.9.5 does not apply

Clause 4.15 and Schedule 4 does not apply

Clause 6.4.1.2 Contractor's Insurance - injury to persons or property:
£10,000,000.00

Clause 6.5.1 Insurance – liability of Employer: Insurance may be required
£10,000,000.00

Clause 6.7 and Schedule 1 Insurance of the Works: Option C applies

Clause 6.7 and Schedule 1 – Percentage to cover professional fees 15%

Clause 6.7 and Schedule 1 Annual renewal date of insurance: To be supplied by successful tenderer

Clause 6.10 and Schedule 1 Terrorism Cover: Applies

Clause 6.12 Joint Fire Code: The Joint Fire Code does not apply

Clause 6.15 The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor

8.9.2 Period of suspension: 2 months

8.11.1.1 to 8.11.1.5 Period of suspension: 2 months

9.2.1 Adjudication The Adjudicator is: The Royal Institution of Chartered Surveyors

9.4.1 Arbitration: President or a Vice-President The Royal Institution of Chartered Surveyors

Appendix A**ROSSENDALE BOROUGH COUNCIL****Capital Works to Refurbish The Whitaker, Barn and Stables Buildings****FORM OF TENDER**

To: Rossendale Borough Council
 Business Centre
 Futures Park
 Bacup
 Rossendale
 OL13 0BB

We, the undersigned, having examined the site of the Works, hereby Tender and undertake to execute all the Works required to be performed in accordance with the Specification and Schedule of Conditions of the Contract on a Firm Price basis, excluding all payments in respect of Value Added Tax for the sum of:

.....
£_____

1. We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the priced specification submitted by me/us, these errors shall be corrected in accordance with Alternative 1, contained in NBS Guide to Tendering for Construction Projects.
2. If our Tender is accepted, we hereby undertake to commence on the date of possession and complete the Works by the agreed deadline.
3. We understand that you are not bound to accept the lowest tender received.
4. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply (attached completed "Certificate of Non-Collusion and Non-Canvassing")
5. We agree to our Tender remaining open for acceptance for a period of three months from the date for receipt of tenders.
6. We agree that we are willing, should the tender price be too high, to negotiate with the appointed Consultants in order to achieve reductions.
7. We undertake, in the event of your acceptance of this offer, to execute with you a formal contract, embodying all the Conditions and Terms contained therein.

Dated this day of..... 2019

Name of Contractor Tel:

Signature of Contractor:

Signature of Witness:

Occupation

Address:
.....
.....

N.B. This statement MUST NOT be caveated in any way.

Appendix B:**CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING**

To: The Committee and Member Services Manager
 Room 213, The Business Centre, Futures Park, Bacup OL13 0BB

Date: _____

Statement of Non-Canvassing

I/we hereby certify that I/we have not canvassed any member, Director, Employee, Representative or Adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, Employee, Representative or Adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of Non-Collusion

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Economic Development Rossendale Borough Council

Signed by
Appendix C: Data

Protection:



THE DATA PROCESSOR SUPPLEMENTAL AGREEMENT

RE: [INSERT SERVICE/PROJECT/CONTRACT NAME]

THIS AGREEMENT is made on the day of 2019

BETWEEN:

- (1) ROSSENDALE BOROUGH COUNCIL The Business Centre, Futures Park, Bacup OL13 0BB (hereinafter called 'the Council') and
- (2) [] Ltd a company registered in England and Wales (Company Number []) and having its registered office at [] ("the Provider")

Whereas:

- (1) The Council and the Provider have entered into a contract [dated [] [of even date herewith] pursuant to which the Provider is to deliver [] services to the Council for which the Council is the Data Controller ("the Contract").
- (2) The Parties wish to enter into a data processing agreement that complies with the Data Protection Legislation
- (3) This Agreement and the Schedules hereto set out the conditions on which the Provider shall obtain, store, share, transmit and dispose of Personal Data on behalf of the Council and the technical and organisational security controls the Provider shall deploy in order to safeguard Personal Data.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless otherwise specified, the definitions and interpretation set out in Schedule 1 to this Agreement shall apply and all data protection terms shall be interpreted in accordance with the meaning ascribed to them in Data Protection Legislation

2. Consideration

2.1 In consideration of the payment of the sum of £1.00 the Council engage the services of the Provider, the Provider accepts the engagement to provide the service on the terms and conditions set out in in this Agreement.

3. Data Protection Notification

3.1 The Provider shall confirm in writing to the Council that, for the purposes of activities carried out by it as a Data Controller in its own right, it either has a valid Notification in the Register of Data Controllers as published by the Information Commissioner or is exempt from such Notification obligations.

4. Assignment and Subcontracting

4.1 Other than where explicitly provided for in the Contract, any rights, obligations and/or performance required under this Agreement shall not be assigned, novated or subcontracted to any Sub-Contractor or other third party without the prior written consent of the Council.

4.2 The Provider may only authorise a Sub-Contractor to process Personal Data subject to the Council's prior written consent and provided that the Contractor has supplied the Council with full details of such Sub-Contractor, including details of the location where it will process any Personal Data.

4.3 Before allowing any Sub-Contractor to process any Personal Data related to this Agreement, the Provider must:

- (a) notify the Council in writing of the intended Sub-Contractor and Processing
- (b) obtain the written consent of the Council;

- (c) enter into a written agreement with the Sub-Contractor which give effect to the terms set out this Agreement such that they apply to the Sub-Contractor; and
- (d) provide the Council with such information regarding the Sub-Contractor as the Council may reasonably require.

4.4 The Provider shall remain fully liable to the Council for the performance of any Subcontractor and all acts or omissions of any Sub-Contractor.

5. **Not Used**

6. **Data Protection**

6.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider is the Processor. The only Processing that the Provider is authorised to do is listed in Schedule 2 by the Council and may not be determined by the Provider. The Provider shall comply with the Data Protection Legislation and all applicable law in the Processing of Personal Data and shall:

6.1.1 process Personal Data only to the extent and in such a manner as is necessary for the purposes specified in the Contract and this Agreement, including the particulars outlined in Schedule 2 and in accordance with documented instructions issued by the Council from time to time and shall not process Personal Data for any other purpose unless required to do so by law.

6.1.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

6.2 In carrying out Council instructions, the Provider shall comply with all documentation produced or agreed by the Council relating to the Processing of Personal Data in the delivery of the Contract.

- 6.3 The Provider acknowledges that where it does not process Personal Data in accordance with the Council's instructions but itself determines the purposes and means of Processing Personal Data it shall be considered to be a Data Controller in respect of that Processing.
- 6.4 The Provider may only delete, amend or transfer Personal Data as expressly authorised by the Council for the purposes specified in this Agreement and as set out in Schedule 2.
- 6.5 The Provider shall not delete, amend or transfer Personal Data in any circumstances other than as provided for under Clause 6.4 and under Clause 14 (Retention) without the express consent of the Council.
- 6.6 The Provider shall not transfer or facilitate the transfer of any Personal Data outside the UK or beyond the European Economic Area without the express written permission of the Council
- 6.7 The Provider shall comply with the Data Protection Legislation, in particular it shall:
- 6.7.1. maintain a written record of all Processing activities carried out on behalf of the Council, containing:
 - 6.7.1.1 the parties' names and contact details and those of their representatives and data protection officers (where such officers are appointed);
 - 6.7.1.2 the categories of Processing carried out on behalf of the Council;
 - 6.7.1.3 where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards where relevant;
 - 6.7.1.4 a general description of the Provider's technical and organisational security measures;
 - 6.7.2 co-operate on request with the Information Commissioner's Office or any successor body functioning as a data protection supervisory authority; and
 - 6.7.3 appoint a Data Protection Officer if required by Data Protection Legislation.

- 6.8 The Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Council, include:
- (a) a systematic description of the envisaged Processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6.9 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement.

7. **Provider Personnel**

- 7.1 The Provider shall take all reasonable steps to ensure the reliability and integrity of all Provider Personnel who have access to Personal Data and shall ensure that it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Provider's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Provider or any Sub-Contractor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 7.2 **The Provider shall ensure that Provider Personnel**
- 7.2.1 receive information security training on induction and annual refresher training;

7.2.2 are aware of the controls the Provider has established for the protection of Personal Data at rest or in transit; in physical and electronic format, stored in both secure and non-secure locations and of the Provider's procedure for the reporting and management of security incidents;

7.3 The Provider shall ensure that only such of the Provider Personnel who may assist in carrying out its obligations under this Agreement shall have access to Personal Data and that such Provider Personnel have been vetted in line with Good Industry Practice and in accordance with any specific requirements of the Council.

7.4 The Provider shall ensure that none of the Provider Personnel used to carry out the services disclose any Personal Data to any third party except where expressly authorised to do so for the delivery of the services and as specified in Schedule 2.

7.5 Save as provided in clause 7.4, the Provider shall ensure that none of the Provider Personnel publish, disclose or divulge any Personal Data to a third party unless instructed to do so in writing by the Council.

8. Technical and Organisational Measures

8.1 The information security regime implemented by the Provider shall be compliant with all relevant legislation, and shall conform to recognised Good Industry Practice.

8.2 Appropriate technical, security and organisational measures shall be taken by the Provider to safeguard against accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure of or access to, Personal Data.

8.3 The Provider shall apply organisational and technical controls such as network and system specific security, physical security, user access privileges, user passwords, including but not limited to the following to ensure that:

8.3.1 irrespective of whether Personal Data is at rest or in transit, the controls deployed are appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage taking account of the nature and sensitivity of Personal Data;

- 8.3.2 physical measures provide effective protection for information, systems and services from unauthorised access, theft, interference or damage;
- 8.3.3 procedures are in place to identify and resolve software and system faults and failures, including the identification of malicious software;
- 8.3.4 access to Personal Data is role based for legitimate business purposes in accordance with the “need to know” principle and that user permissions are controlled and granted and removed in line with job responsibilities;
- 8.3.5 sufficiently complex password controls are implemented for all authorised personnel with role based access to Personal Data;
- 8.3.6 passwords, usernames and access codes are not disclosed to any other person (whether employed by the Provider or not) and that all passwords and security codes are kept securely;
- 8.3.7 remote access to the Providers’ secure network requires two factor authentication (something the user knows and a token they have);
- 8.3.8 where Personal Data is not stored solely on secure networks:
 - (i) only portable devices owned and controlled by the Provider are used to transport Personal Data and devices with built-in hard drives, deploy recognised industry standard encryption software;
 - (ii) only the minimum necessary Personal Data is transported on portable devices or in paper form
 - (iii) systems are in place to account for the movement of paper documents removed from and returned to the secure environment;
 - (iv) paper documents are kept secure and returned to the secure environment without delay and are not left in unattended vehicles; stored with portable devices or in portable device containers;
- 8.3.9 unencrypted email via the insecure internet is not used to communicate or transmit private, confidential or commercially sensitive Agreement Data;
- 8.3.10 exchanges of Personal Data shall conform with the secure methods for electronic transmission in any Information Sharing Agreements (ISAs) agreed by the Council with other parties;
- 8.3.11 all reasonable precautions are taken to preserve the integrity and prevent any corruption or loss, damage or destruction of Personal Data;
- 8.3.12 all reasonable steps are taken to maintain and audit compliance with above measures.

- 8.4 Within 20 Working Days after the Effective Date, the provider shall prepare and submit to the Council for approval a fully developed complete and up to date Security Management Plan providing a comprehensive written description of the technical and organisational methods employed to safeguard Personal Data supplementing any policies and procedures the Provider may have already supplied.
- 8.5 Except where the Provider's IT system security has been subject to penetration testing by an accredited provider in the 18 month period immediately prior to the date of this Agreement, the Provider shall arrange for such a test within the 6 month period immediately following the date of this Agreement. Where a test has taken place within the specified period, a summary of the findings, recommended remedial measures and the actual measures implemented by the Provider shall be supplied to the Council within 4 weeks from the date of this Agreement. In the event of a future test, the summary of the findings together with a plan of any measures the Provider intends to implement shall be provided to the Council no later than 6 weeks after the Provider receives the Assessor's report.
- 8.6 In the event any Personal Data related to this Agreement in the possession of the Provider becomes lost, corrupted or rendered unusable for any reason, the Provider undertakes to promptly restore such Personal Data using its back up and/or disaster recovery procedures at no cost to the Council.

9. **Security Incident Management, Reporting and Notification**

- 9.1 The Provider shall operate an incident management procedure for the timely reporting, investigation and management of all security incidents.
- 9.2 A security incident is defined as:
- 9.2.1 a deliberate attempt, whether successful or not, to compromise Personal Data; or
 - 9.2.2 accidental breach of privacy/confidentiality and/or the loss or theft of Personal Data, or
 - 9.2.3 a breakdown in Provider systems/processes that has or potentially may lead to Personal Data becoming damaged or exposed to unauthorised sources.

- 9.3 In the event of a security incident which has the potential to compromise Personal Data or has compromised Personal Data, a senior officer designated by the Provider will be responsible for investigating the incident and for implementing any necessary urgent remedial measures to contain the incident and/or learn lessons to avoid a similar incident occurring.
- 9.4 The Provider's designated senior officer shall notify the Council's nominated representative no later than the next Working Day after the incident becomes known and will provide sufficient information to ensure the Council is able to assess the nature and severity of the incident and the containment and recovery measures underway or planned.
- 9.5 The Provider shall co-operate with the Council's nominated representative on the management and resolution of all information security incidents.
- 9.6 The Provider accepts that the obligation as to whether or not it is necessary to notify the fact of a security incident to:
- 9.6.1 Data Subjects;
 - 9.6.2 Data Controllers from whom Personal Data may have been sourced;
 - 9.6.3 if appropriate, relevant regulatory bodies, is a decision for the Council and not the Provider.
- 9.7 Under no circumstances shall the Provider notify individuals or other bodies about a security incident unless expressly authorised to do so by the Council's nominated representative.
- 9.8 The Provider shall supply all information necessarily required by the Council in relation to security incidents on a timely basis to assist it in determining whether it is necessary to notify data subjects and/or other bodies and in dealing with any complaints, regulatory investigations and/or legal action brought against the Council.

10. **Audit and Inspection**

10.1 The Provider shall comply with all reasonable requests or directions from the Council for information necessary to satisfy itself that the Provider is in full compliance with its obligations under this Agreement and Data Protection Legislation and the Provider shall allow for and contribute to audits including access to the Provider's premises (upon the Council giving reasonable notice) for the purpose of inspecting all facilities, systems, documents and electronic data relating to the Processing of Personal Data by the Provider and to audit Processing activities carried out by the Provider under this Agreement.

11. **Data Protection related complaints and communications**

11.1 The Provider shall notify the Council no later than the next Working Day following the receipt of any complaint, notice or communication from an individual, supervisory or government body:

11.1.1 relating directly or indirectly to the processing of Personal Data and/or

11.1.2 to the Council's statutory obligations under Data Protection Legislation, the common law duty of confidence or other privacy related legislation

11.2 The Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 12 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

- (a) the Council with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Council following any Data Loss Event;
- (e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

11.3 The Provider shall immediately inform the Council if, in its opinion, a Council instruction infringes any Data Protection Legislation.

1.1 12. Subject Access Requests

- 12.1 Subject to clause 12.3, the Provider shall notify the Council immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- (f) becomes aware of a Data Loss Event.
- 12.2 The Contractor's obligation to notify under clause 12.1 shall include the provision of further information to the Council in phases, as details become available.
- 12.3 The Provider acknowledges that the Council is responsible for responding to requests from individuals for access to their Personal Data and shall assist and cooperate with the Council in complying with its statutory obligations.
- 12.4 The Provider shall:
- 12.4.1 transfer the Subject Access Request to the Council as soon as practicable and in any event within three Working Days of receipt;
 - 12.4.2 ensure that once in receipt or made aware that a Subject Access Request has been submitted, all the requested information is retained for potential disclosure;
 - 12.4.3 provide the Council with a copy of all the Personal Data in its possession (including the sources of the information), in the form the Council requires

within seven Working Days of receiving the request (or such shorter period as may be specified); and

12.4.4 provide all necessary assistance as reasonably requested to enable the Council to respond to the Subject Access Request within the time for compliance set out in Data Protection Legislation.

12.5 Under no circumstances shall the Provider respond directly to a Subject Access Request unless expressly authorised to do so in writing by the Council.

13. **Freedom of Information**

13.1 The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FoIA) and the Environmental Information Regulations 2004 (EIRs) and shall assist and cooperate with the Council to enable it to comply with its Information disclosure obligations.

13.2 The Provider shall:

13.2.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within three Working Days of receiving a Request for Information;

13.2.2 ensure that once in receipt or made aware that a Request for Information has been submitted, all the requested Information is retained for potential disclosure;

13.2.3 provide the Council with a copy of all the Information in its possession relating to a Request for Information (including the sources of the information), in the form the Council requires within seven Working Days of receiving the Request for Information (or such shorter period as may be specified); and

13.2.4 provide all necessary assistance as reasonably requested to enable the Council to respond to the Request for Information within the time for compliance set out in Section 10 of the FoIA or Regulation 5 of the EIRs;

- 13.3 The Council shall be responsible for determining in its absolute discretion whether requested information is exempt from disclosure in accordance with the provisions of the FoIA, EIRs, or any other relevant statute or case law governing access to information.
- 13.4 Under no circumstances shall the Provider respond directly to a Request for Information unless expressly authorised to do so in writing by the Council.
- 13.5 The Provider acknowledges that the Council may be obliged under the FoIA or the EIRs to disclose information concerning the Provider or the Services:
- 13.5.1 in certain circumstances without consulting the Provider; or
 - 13.5.2 following consultation with the Provider having taken its views into account;
 - 13.5.3 provided always that the Council shall, in accordance with any recommendations in the Section 45 FoIA Code, take reasonable steps, where appropriate, to give the Provider prior notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
14. **Retention**
- 14.1 The Provider shall enter into a Disposal and Destruction Plan with the Council which will specify the requirements for the retention and disposal of Personal Data over the life of the Contract and on termination to ensure that Personal Data is not held longer than is necessary and that Personal Data is permanently and securely destroyed unless the Council instructs the Provider to transfer and/or supply Personal Data to the Council on termination or the Provider is required by law to retain Personal Data.
- 14.2 The Disposal and Destruction Plan shall be agreed no later than 3 months after the signing of this Agreement by both parties.
- 14.3 The implementation of the Disposal and Destruction Plan, including arrangements on termination shall be undertaken by the Provider at no cost to the Council.

15. Termination

- 15.1 This Agreement shall terminate automatically upon expiry or earlier termination of the Contract unless terminated earlier in accordance with Clause 15.2.
- 15.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement by giving written notice to the other party if the other party commits a material breach of any material term of this Agreement and if that breach is remediable fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 15.3 On termination of this Agreement for any reason, the Provider shall immediately cease processing of all Personal Data and at the Provider's expense in accordance with the Disposal and Destruction Plan shall either supply Personal Data to the Council in the format specified or arrange for it to be transferred as directed by the Council and shall ensure that all remaining copies of Personal Data, including residual Agreement Data, are permanently removed from the Provider's systems in so far as the Provider is not required by law to retain Personal Data.
- 15.4 The Provider shall provide written confirmation of compliance with clause 15.3 no later than 14 days after termination of this Agreement.

16 Variation

- 16.1 The Council may vary the terms of this Agreement subject to providing at least 20 Working Days' notice to take account of any guidance issued by the Information Commissioner's Office or otherwise.
- 16.2 Any other variations must be by mutual agreement

17. Indemnity

- 17.1 The Provider shall indemnify and keep indemnified the Council against all claims, losses, liabilities or costs (including legal fees and penalties) and expenses incurred by or awarded against the Council or for which the Council may become liable due to any failure by the Provider or the Provider Personnel to comply with any of its obligations under this Agreement or as a result of any negligence, or

1.2 Schedule 1

A) Definitions

“Personal Data”	means all Personal Data generated and obtained by the Data Processor in the delivery of the Contract
“the Contract”	The contract [dated [] of even date herewith] under which the Provider provides the Services to the Council
“Data Impact Assessment”	means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Controller” (including Joint Data Controller)	means as defined in Data Protection Legislation;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“Data Processor”	means as defined in in Data Protection Legislation
“Data Protection Impact Assessment”	means an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data.
“Data Protection	i) unless and until the GDPR is no Economic Development Rossendale Borough Council

Legislation”	longer directly applicable in the UK, the GDPR, (ii) the DPA (iii) and any national implemented Laws, regulations and secondary legislation about the processing of personal data and privacy as amended or updated from time to time and (iv) any successor legislation to the GDPR or the DPA
“Data Protection Officer”	means as defined in Data Protection Legislation
“Data Subject”	means as defined in Data Protection Legislation
“DPA 2018”	means the Data Protection Act 2018
“Disposal and Destruction Plan”	means the Plan to be developed by the Council governing retention and disposal of Personal Data
“FOIA Code”	The Code of Practice issued by the Secretary of State pursuant to Section 45 of the Freedom of Information Act 2000
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679)
“Good Industry Practice”	means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would reasonably and ordinarily expected at from time to time from of a skilled and experienced service provider engaged in a similar type of undertaking as that of the Provider as under the Contract under the same or similar circumstances
“Notification”	means registration as a Data Controller with the relevant national authority as defined in Data Protection Legislation
“Personal Data”	means as defined in in Data Protection

	Legislation
“Personal Data Breach”	means as defined in in Data Protection Legislation
Protective Measures:	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
“Provider Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any subcontractor engaged in the performance of the Provider’s obligations under this Agreement;
“Processing”	means as defined in in Data Protection Legislation
“Requests for Information”	A request for information pursuant to the Freedom of Information Act 2000 and/or a request for environmental information as defined in Regulation 2 of the Environmental Information Regulations 2004 (2004/3391)
“Security Management Plan”	means the Provider plan describing the technical and organisational measures for delivery of the services as designed, revised and implemented pursuant to clause 8.4
“Sensitive Personal Data”	Means data consisting of information as to— (a) the racial or ethnic origin of the data subject, (b) political opinions, (c) religious beliefs or other beliefs of a similar nature,

(d) whether or not the a member of a trade union
 (e) physical or mental health or condition,
 (f) sexual life,
 (g) the commission or alleged commission of any offence, or
 (h) alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

or such definition of sensitive or special category data as is provided for in Data Protection Legislation .

“the Services” the services to be provided by the Provider under the Contract

“Special Categories of Personal Data” means as defined in Article 9(1) of the GDPR

“Subject Access Request” means a request by or on behalf of a Data Subject in accordance with the rights granted pursuant to the Data Protection Legislation to access their Personal Data

“Working Day” A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

B) Interpretation

(i) Words importing one gender shall include any other gender, words importing the singular include the plural and vice versa and any reference to a person includes a reference to an individual, company, authority, board, association or any other body.

(ii) The headings for any Clause sub-Clause paragraph sub paragraph or Schedule are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement and the parties agree to observe and perform all their respective covenants and obligations contained herein whether contained in any of the Clauses sub-Clauses paragraphs or sub-paragraphs or in any of the Schedules

(iii) The word “including” shall be construed so as not to limit the generality of any words or expressions with which it is used

(iv) Any covenant or obligation upon any party under this Agreement not to do an act or thing shall be deemed to include an obligation not to knowingly cause or suffer such act or thing to be done.

(v) Where any consent approval or other authorisation is required under this Agreement from either of the Parties it shall be implied (unless the contrary shall appear from the express terms of this Agreement) that the Party from which such consent approval or other authorisation is sought shall diligently and reasonably consider any written request therefore made by the other Party and that such consent approval or other authorisation shall not be unreasonably withheld or delayed.

(vi) Any reference in this Agreement to a statute or order shall (unless stated to the contrary) include any statutory extension or modification of such statute or order and any regulations orders byelaws or other subordinate legislation already or hereafter to be made under or pursuant to it.

(vii) Reference in this Agreement to any Clause sub-Clause paragraph sub-paragraph or Schedule without further designation shall be construed as a reference to the Clause, sub-Clause, paragraph, sub-paragraph or Schedule to this Agreement so numbered.

(viii) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes this Schedule.

Schedule 2

Schedule of Processing, Personal Data and Data Subjects

1. The Provider shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

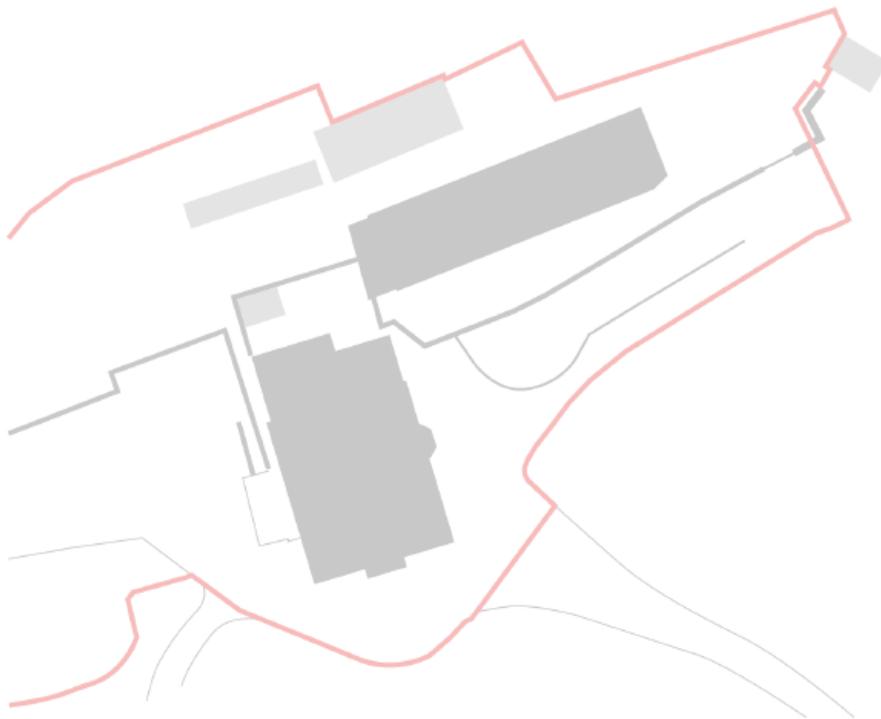
Description	Details
Subject matter of the processing	[This should be a high level, short description of what the processing is about i.e. its subject matter]
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]

	<ul style="list-style-type: none"> - DESCRIBE WHO IS RESPONSIBLE (IF APPROPRIATE) FOR ISSUING/COMMUNICATING PRIVACY NOTICES, THE FORM THIS WILL TAKE AND HOW IT WILL BE DONE - DESCRIBE WHO IS RESPONSIBLE FOR GAINING CONSENT (IF APPROPRIATE) AND HOW THIS IS DONE - DESCRIBE WHO IS RESPONSIBLE FOR ACTING ON MARKETING PREFERENCES/OPT OUTS AND HOW THIS IS MANAGED/CONTROLLED - RECORD KEY CONTACT PERSONNEL AND CONTACT DETAILS FOR VARIOUS ACTIVITIES
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

Appendix D: Indicative Phasing Strategy

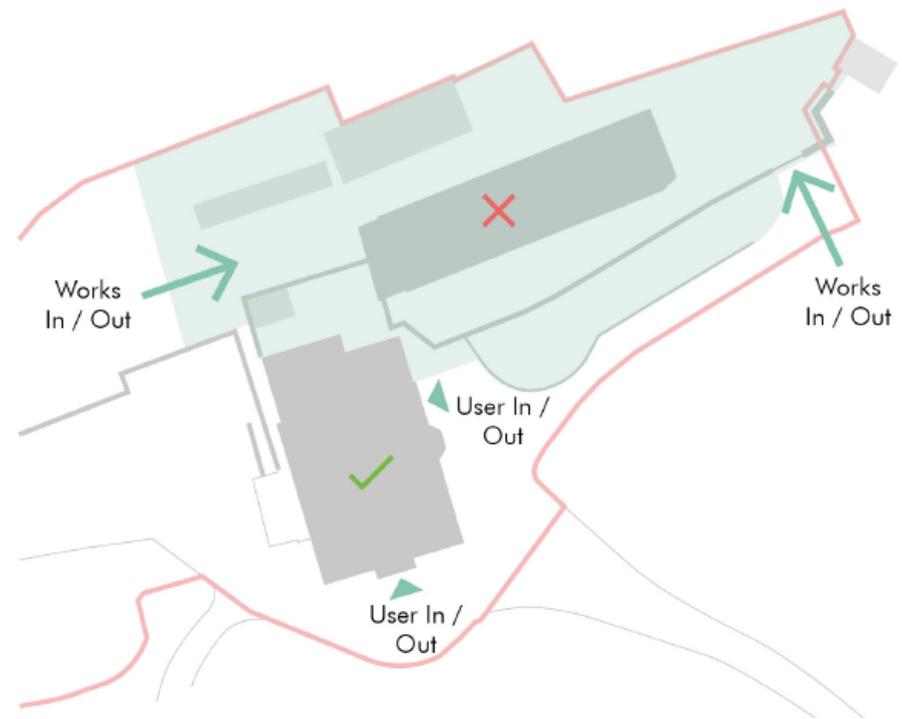
00

- Site as existing.



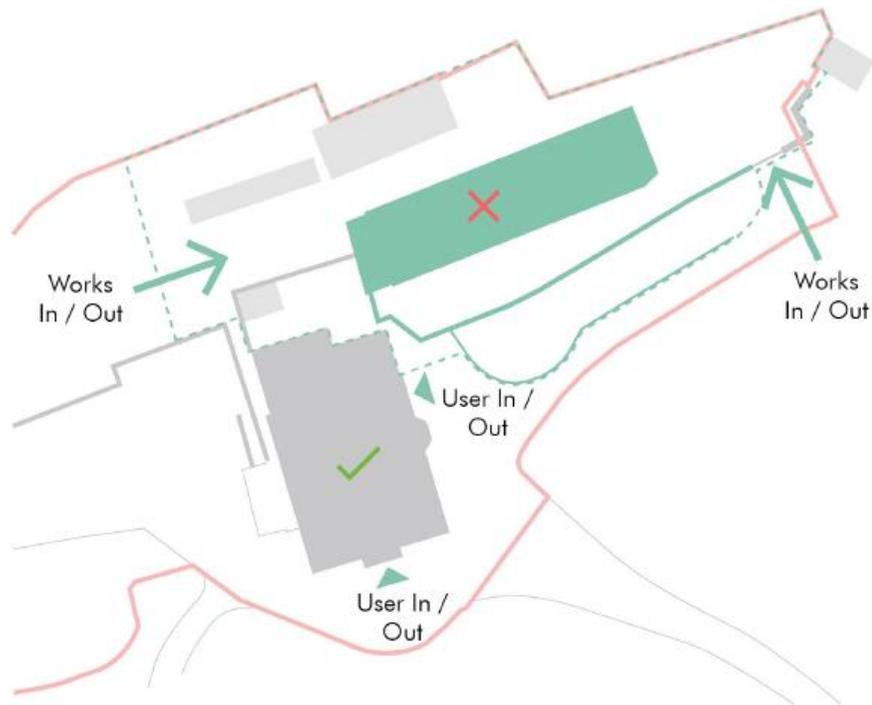
01

- Site secured and works access/egress established.
- Museum remains in use with main and side entrances maintained.



02

- Barn strip out and demolitions commence.
- Works to external areas can begin in preparation for link building.
- Museum remains in use with main and side entrances maintained.



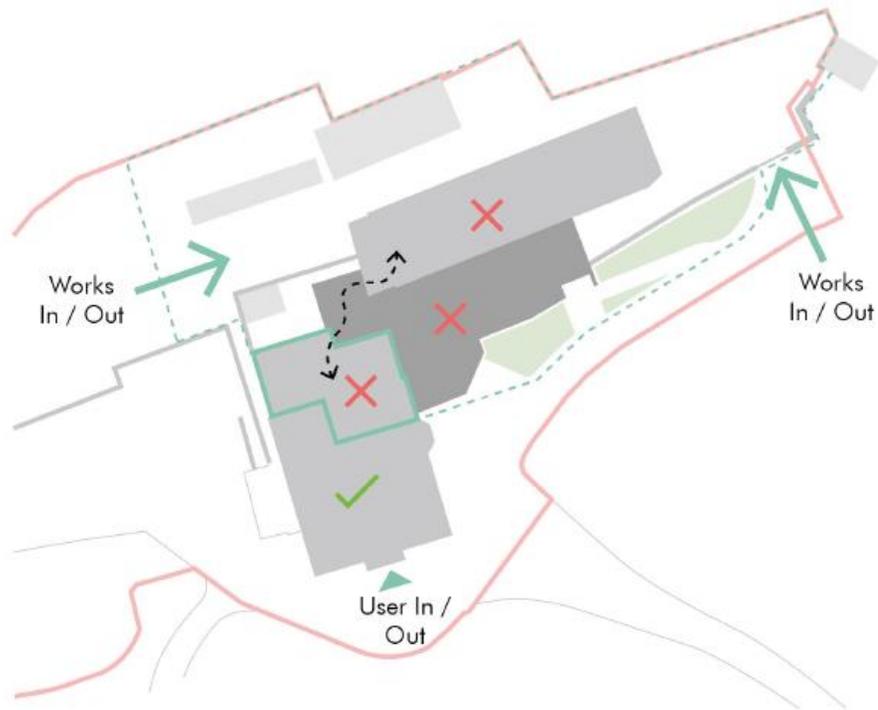
03

- Works to barn continue.
- Hoarding line extended to engulf the museum's side entrance.
- Works on link building commence.
- Museum remains in use.



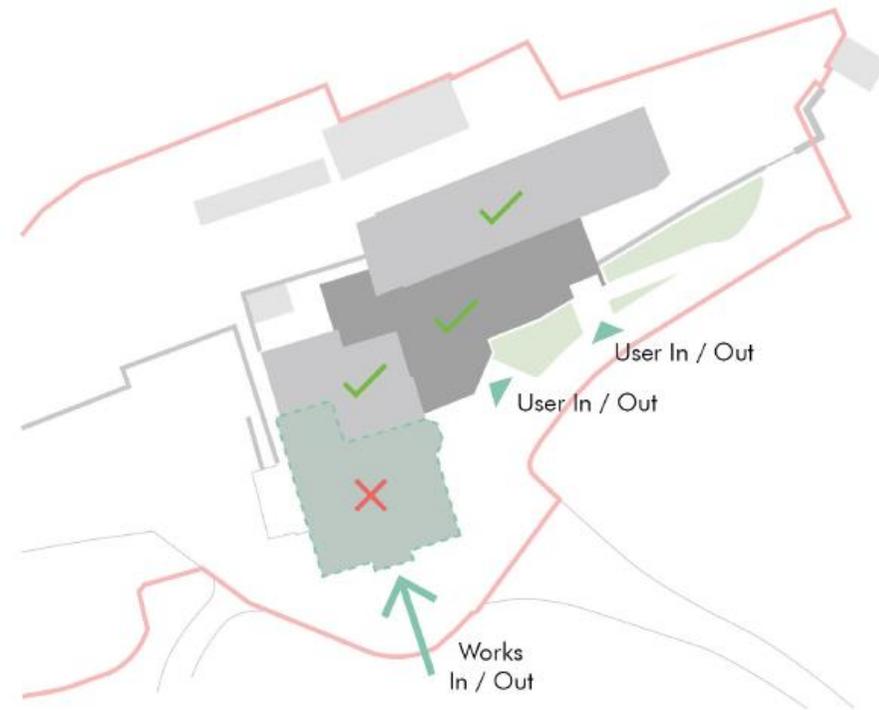
04

- Works to barn continue.
- Works to link building continue.
- Construction of new external works commence.
- Rear part of museum de-commissioned to allow connectivity with link/ban.
- Some areas within the museum may remain in use - accessible via the main entrance.

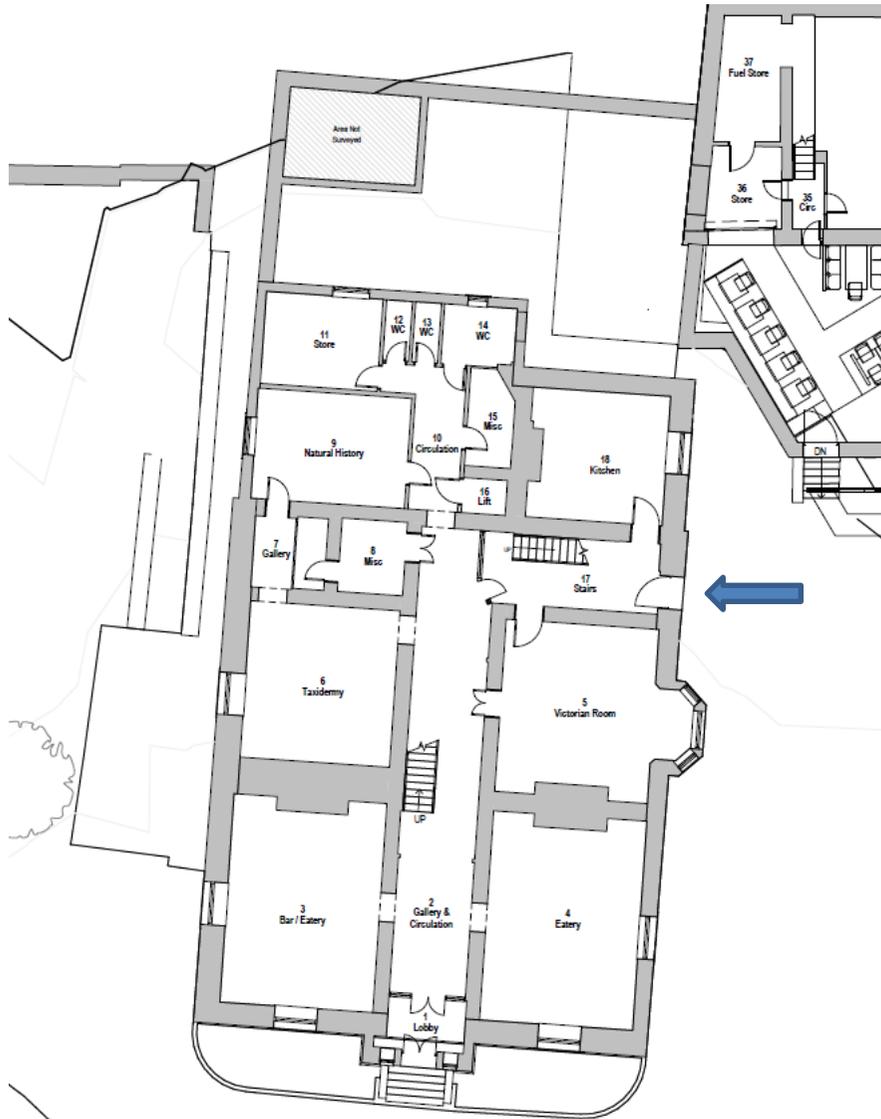


05

- Barn, link building and rear part of museum brought into use.
- Remaining portions of museum close down while refurbishments commence.
- New main entrance provides access to link and barn.
- Food/drink preparation areas within the barn provide F&B offering.



Appendix E: Staff Access Areas – Ground Floor



It is acknowledged that there will be a period of time when works prevent access to key areas of the existing museum building.

Until that point the Whitaker CIC staff require access to the bulk of the ground floor as far as is practical within the build schedule and therefore an ability for all parties to work safely in these circumstances is required.

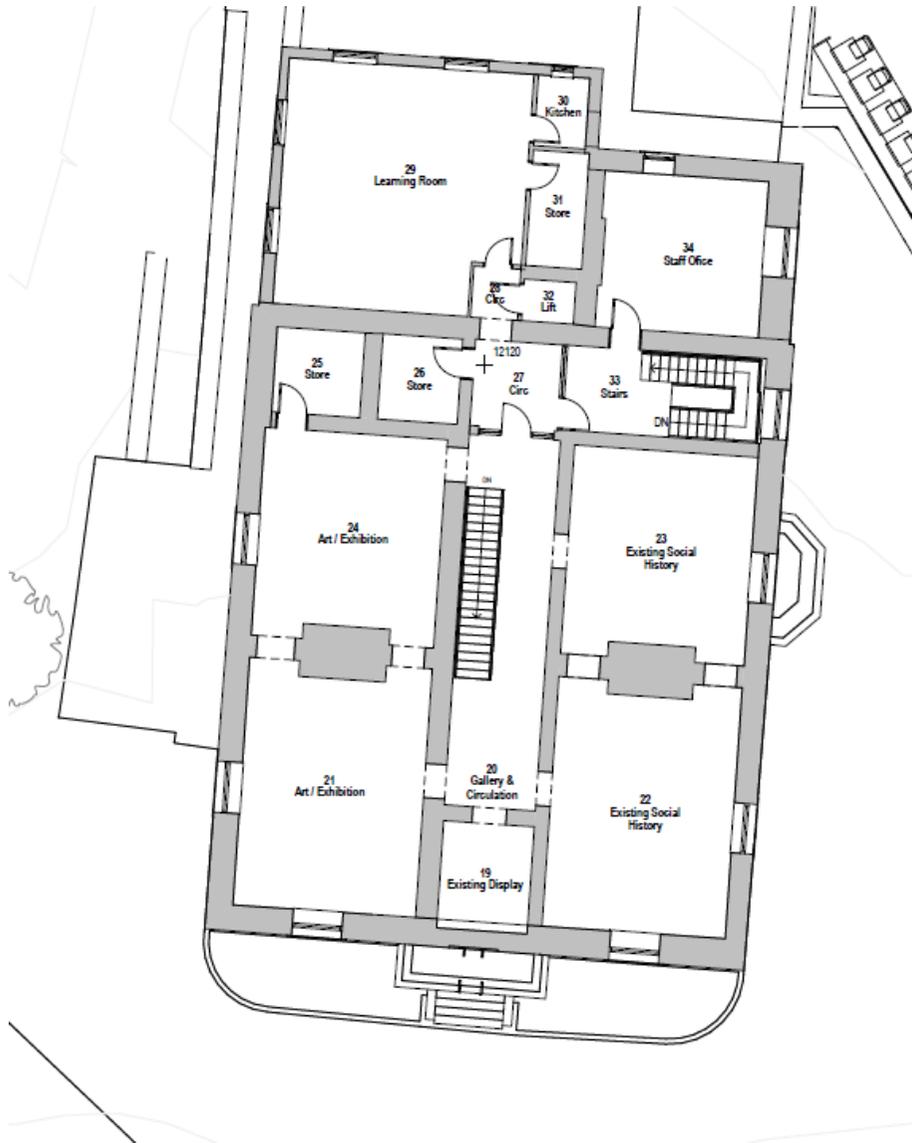
Current staff access / egress is via the entrance marked with an arrow into corridor 17. Discussion with Whitaker CIC staff regarding alternate access to the building may be required.

Operationally the team wish to be able to continue to deliver public facing operations from the Bar and Eatery for as long as is possible (rooms 2 & 3 with public access through the current main entrance to the front of the building). This operation may require access to the Kitchen (room 18).

Access to the toilets. Temporary or alternate facilities will be required for staff use (primarily but potentially the general public as well) once the toilet block comes under demolition and refitting works.

Access to two exits from the building will be required at all times to ensure safe egress in the event of an emergency.

Staff Access Areas - First Floor



Staff back office functions operate from the office room 34.

Welfare facilities are currently accessed in the kitchen room 30.

For as long as may be practical public access to rooms 21 and 24 Art Exhibitions would be desirable.

Appendix F: RIBA Stage 4 Pack

ITEMISED LIST OF ATTACHMENTS:

Architectural Drawings	AL-02-001 - Site Location Plan
AA-21-001 - Typical Proposed External Wall Details	AL-03-001 - Topographical Survey
AA-21-002 - Section 1 - Proposed External Wall Details	AL-03-002 – Existing Site Plan
AA-21-003 - Section 2 - Proposed External Wall Details	AL-03-003 - Existing Ground Floor Plan
AA-21-004 - Section 3 - Proposed External Wall Details	AL-03-004 - Existing First Floor Plan
AA-21-005 - Section 4 - Proposed External Wall Details	AL-03-005 - Existing Roof Plan
AA-21-006 - Section 5 - Proposed External Wall Details	AL-10-001 - Ground Floor Demolitions
AA-21-101 - Proposed Typical External Wall Plan Details	AL-10-002 - First Floor Demolitions
AA-22-001 - Wall Types Specification	AL-10-003 - Roof Level Demolitions
AA-22-002 - Typical Partition Junction & Interface Details	AL-12-001 - Hoarding Placement and Contractor's Compound
AA-22-003 - Typical Partition Type Head and Base Details	AL-12-001 - Proposed Ground Floor, Scope of Works
AA-23-001 – Service Trench Detail	AL-12-002 - Proposed First Floor, Scope of Works
AA-24-005 - Typical Stair Details	AL-20-001 - Proposed General Arrangement Site Plan
AA-27-001 - Typical Roof Drainage Details	AL-20-002 - Proposed Ground Floor General Arrangement Plan
AA-31-001 - Window Elevations & Schedule	AL-20-003 - Proposed First Floor General Arrangement Plan
AA-31-010 - Curtain Wall Type Elevations & Schedule	AL-20-004 - Proposed General Arrangement Roof Plan
AA-31-101 – External Door Elevations & Schedule	AL-22-001 - Proposed Ground Partition Setting Out - ZONE 1A
AA-32-001 - Typical Door Head & Jamb Details, Sheet 1	AL-22-002 - Proposed Ground Partition Setting Out - ZONE 1B
AA-32-002 - Typical Head & Jamb Details, Sheet 2	AL-22-003 - Proposed First Partition Setting Out - ZONE 2A
AA-32-003 - Typical Door Threshold Details	AL-22-004 - Proposed First Partition Setting Out - ZONE 2B
AA-77-001 - Typical Pattress Details	AL-23-001 - Ground Floor Slab Setting Out & Specification
AE-03-001 - Existing Elevations, Sheet 1	AL-24-001 - Proposed Ground Floor Stair & Lift GA
AE-03-002 - Existing Elevations, Sheet 2	AL-24-002 - Proposed First Floor Stair & Lift GA
AE-20-001 - Proposed GA Elevations Sheet 1	AL-24-003 - Proposed Staircase D Details
AE-20-002 - Proposed GA Elevations Sheet 2	AL-24-004 - Proposed Staircase E Details
AE-25-001 - Setting Out - Elevation 01	AL-24-005 - Proposed First Floor Glass Balustrade Details
AE-25-002 - Setting Out - Elevation 02	AL-24-006 - Proposed Staircase H Details
AE-25-003 - Setting Out - Elevation 03	AL-24-007 - Proposed Platform Lift Setting Out
AE-25-004 - Setting Out - Elevation 04	AL-27-001 - Proposed Roof Plan
AE-25-005 - Setting Out - Elevations 05	AL-35-001 - Proposed Ground Floor Reflected Ceiling Plan - ZONE 1A
AE-25-006 - Setting Out - Elevations 06	AL-35-002 – Proposed Ground Floor Reflected Ceiling Plan - ZONE 1B

AL-35-003 - Proposed First Floor Reflected Ceiling Plan - ZONE 1A	Structural Drawings
AL-35-004 - Proposed First Floor Reflected Ceiling Plan - ZONE 1B	2211.01 Structural Drawing Issue Sheet 1a
AL-40-001 - Proposed Ground Floor Finishes Plans	2211.01.101 T3 - PLAN ON FOUNDATIONS
AL-40-002 - Proposed First Floor Finishes Plan	2211.01.102 T3 - PLAN ON GROUND FLOOR SLAB SHOWING LINTELS AT GROUND FLOOR
AL-67-001 - Proposed Ground Floor Fire Strategy	2211.01.103 T3 - PLAN ON FIRST FLOOR AND NEW ROOF STRUCTURE
AL-67-002 - Proposed First Floor Fire Strategy	2211.01.104 T2 - PLAN ON EXISTING ROOF
AL-74-001 - Proposed Sanitary Layouts, Sheet 1	2211.01.105 T2 – STRUCTURAL SECTIONS
AL-74-002 - Proposed Sanitary Layouts, Sheet 2	2211.01.106 T1 - STAIRCASE D PLANS AND SECTION
AL-74-003 - Proposed Sanitary Layouts, Sheet 3	
AL-74-004 - Proposed Sanitary Layouts, Sheet 4	Schedule of Works
AL-74-005 - Proposed Sanitary Layout, Sheet 5	2728 – The Whitaker Museum Art Gallery Schedule of Works
AL-76-100 - Joinery location plan	
AL-76-101 - Joinery details	
AL-90-001 - Proposed Landscape Plan	
AL-90-100 - External Works - Stone Wall	
AL-91-001 - Cleaning & Maintenance Strategy	
AS-20-001 - Proposed GA Sections	
ASC-32-001 – Internal Door Schedule and Elevations, Sheet 1	
ASC-32-002 – Internal Dorr Schedule and Elevations, Sheet 2	
ASK-90-001 – Bat Box Proposals	
M&E Drawings	
180343-M-020-XX-01 - Heating Schematic	
180343-M-110-00-01 - Ventilation Layouts	
180343-M-210-00-01 - Ground Floor Heating Layouts	
180343-M-210-01-01 - First Floor Heating Layouts	
180343-M-220-00-01 - Domestic Water Layouts	
Combined M&E Specification	
E-010-XX-01 Main LV Schematic	
E-210-00-01 Proposed Lighting Ground floor	
E-210-01-01 Proposed Lighting First floor	
E-210-SITE-01 External Lighting	
E-301-00-01 Small Power & Data Ground floor	
E-301-01-01 Small Power & Data First floor	
E-400-00-01 Fire alarm Philosophy Ground floor	
E-400-01-01 Fire Alarm Philosophy First floor	
E-500-00-01 CCTV & Security Philosophy Ground floor	
E-500-01-01 CCTV & Security Philosophy First floor	
E-600-XX-01 Containment Philosophy Ground and First floor	
Electrical issue sheet	
Mech issue sheet	

CHECKLIST:

ITEM	TICK IF INCLUDED
Tender document	
Detailed price schedule	
Completed method statements	
Works timeline / stages	
Project roles and CVs	
Capability statements and 2 references	
Certificate of non-collusion and non-canvassing	
Signed data protection agreement	
Signed	