

**Cultural PROGRAMME FACILITATOR**

**Document Two**

**Specification**

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13. **Definitions**
    1. The definitions of terms and/or acronyms used within this procurement are set out in Table A, below.

**Table A**

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| --- | --- |
| Consultant | The company who wins the Contract, following evaluation of all bids received by the Council. |
| Contract | The legal agreement between the Consultant and the Council, which details the Council’s requirements, terms and conditions. |
| The Council | Kettering Borough Council. |
| Failure | A failure by the Consultant to perform one or more of the requirements set out in the Contract and/or Specification. |
| Fortnight and/or Fortnightly | Occurring every two (2) weeks |
| Month | A calendar month. |
| Parties | Kettering Borough Council and the successful Consultant. |
| Progress and Update Report | A report provided by the Consultant indicating the steps taken to achieve service requirements |
| Reporting Date | A date, agreed by the Consultant and the Council, on which all reporting data will be provided. |
| Representative | Means, in relation to a Party, its employees, officers, representatives and advisors. |
| Start Date | The date the Contract starts. |

1. **Introduction**
   1. The Council is seeking a suitably qualified and experienced Consultant to provide client-side project facilitation to support key cultural-led regeneration projects within Kettering, notably, the High Street Heritage Action Zone (hereafter referred to as “HSHAZ”) and Cultural programme.
   2. In 2020 Kettering secured funding from Historic England to deliver Kettering HSHAZ, this project worth £4.3m will deliver capital improvements to our historic High Street. Client-side project management and associated consultants have all been appointed and are currently delivering against a four (4) year programme.
   3. Alongside this project, a Cultural consortium has also secured funding from Historic England for £90,000 for a three (3) year programme.
   4. This post is for the first twelve (12) months only.
2. **Background**
   1. The Council has secured match funding towards two (2) key projects, totalling over £4.4m which supports our cultural-led regeneration plans over the coming four (4) years. These projects along with other cultural led regeneration projects are aimed at supporting the delivery of our Town Centre vision “*to be a vibrant place at the heart of the community that is characterful, distinctive and fun*”.
   2. The HSHAZ aims to revitalise our historic high street, with improvements to the public realm, street scene, building facades and shop fronts, as well as support for property owners to deliver upper floor conversions.
   3. Aligned to the HSHAZ, Historic England are launching the complementary Cultural Programme. This separate revenue pot of funding is designed to inspire and enable creative and cultural community led activity within the HSHAZ area over the coming three (3) years. In Kettering, as part of our programme design for HSHAZ, we developed key contacts with a group of local cultural stakeholders who, in time, will formalise as a Cultural Consortium. It is this consortium that has been awarded funding for the Cultural Programme. Many of these local organisations are either micro in size and/or led by local volunteers.
   4. In early 2020, Kettering Borough Council were successful in a bid to Historic England under the HSHAZ programme. The importance of cultural and heritage led regeneration of Kettering High Street was identified as a clear priority by stakeholders during the development of the Kettering Town Centre Action Plan in 2018. This importance was further ratified over the summer of 2019, when a public survey sought views the local community in which the overwhelming majority of respondents identified the historic surroundings and cultural facilities of Kettering Town Centre as the number one priority.
   5. Community engagement and a cultural programme have been central for the development of the bid and will remain central during project delivery and beyond to ensure the programme leaves a lasting legacy. The Council’s bid set out, in more detail, how the programme would engage with the community, both as a principle throughout the scheme and as a dedicated project of promotion, education and community engagement.
3. **Scope**
   1. The Council is seeking the services of a suitably experienced and qualified Consultant, to provide the relevant capacity and specialist resource to support the client-side delivery and implementation of these projects.
   2. The Consultant will, for a period of twelve (12) months:
      1. work closely with the Council’s service leads and HSHAZ project manager to ensure service needs are met and knitted together across both projects.
      2. support the HSHAZ project manager by acting as lead facilitator for the Cultural Consortium.
      3. engage and coordinate the cultural consortium.
      4. Set up and Chair the Cultural Consortium meetings on behalf of the Council, work closely with the Council’s service leads (including; cultural project and operations, communications and engagement and events team) and HSHAZ project managers to ensure service needs are met and knitted together across both projects.
      5. Coordination of the legal agreements between consortium members and the Council as the accountable body.
      6. Report to the HSHAZ Board and Council on programme progress, key risks and budget information (provided by consortium members).
      7. Establish and agree reporting procedures with Consortium members on behalf of the Council and in line with Historic England requirements (for example; monitoring & evaluation, budget management and risk register).
      8. Support the Consortium members to deliver their reporting requirements under the agreement with the Council and Historic England.
      9. Support the Consortium members to develop their event delivery plans and policies through the implementation phase.
      10. Support the Consortium in reviewing and developing the programme including any required adjustments as the programme evolves.
      11. Support the Consortium in developing information and requirements for the yearly artistic commissions.
      12. maintain a strategic overview of the programme, funding and reporting milestones.
      13. ensure that all procedures and processes and reporting that relates to monitoring & evaluation, budget management and risk register are in place and are sustainable to continue beyond the first twelve (12) month period.
   3. The Consultant will act as a Cultural champion across associated networks and aligned projects to support the Council to implement and deliver these exciting cultural-led regeneration projects, notably by aligning the projects Community & Engagement plans to ensure a joined-up approach This will include:
      1. **Cultural Programme duties**
4. Cultural Consortium Coordination and facilitation; and
5. Delivery facilitation.
6. **Service Conditions**
   1. The Consultant will report directly to the Head of Commercial & Economic Development and act under their instruction and will work closely with; HSHAZ Project Manager and Communications team.
   2. The Consultant will be predominantly remote working from home due to COVID-19 secure guidance, however there will be an expectation and need to visit the Council offices and cultural facilities in Kettering throughout the duration of the contract. This will be agreed on a service / project need basis with the Head of Commercial & Economic Development and a hot desk will be provided if required.
   3. The project time requirements are flexible and based on an hourly rate. It is expected that on average, the work will require four (4) days per month (7 hours:45mins x 4) for a twelve (12) month period, concluding in April 2022.
      1. The anticipated average monthly hours required to fulfil this contract will be thirty-one (31) hours, however this will be dependent on project need.
      2. Any requirement to amend the hours across the duration of the Contract will require prior agreement with the Head of Commercial & Economic Development. Payment will be made monthly, following receipt of a fully completed itemised timesheet.
   4. The start date for the project is March 2021, or as soon as practical, upon appointment.
   5. **Consultation with, and facilitation of, Suitable Stakeholders**
      1. The Consultant will:
         1. identify key stakeholders and engage with them regarding the wider cultural regeneration plans for Kettering Town Centre; and
         2. facilitate and support the delivery of the Cultural Programme.
   6. **Public Consultation**
      1. The Consultant will be involved in public engagement and must take into consideration other cultural led regeneration taking place within Kettering town centre and how any public engagement aligns and overlaps within existing plans to ensure no duplication or conflict is caused.
   7. Costs for additional expenditure, including travel and accommodation, must be included within the costs submitted (the hourly rate must include a proportion for all subsistence (including travel) required to provide the full scope of the contract) as a part of the Invitation to Quote Response.
7. **Statement of Requirements**
   1. **Primary Requirement**
      1. The Consultant shall act as Cultural Facilitation Manager, representing the Council and being the lead delivery contact for the Cultural Consortium.
   2. **Job Description and Criteria**
      1. The Consultant shall provide detail of how they can fulfil the requirements set out within the Scope as part of their Invitation to Quote Response which will be approved and agreed by the Council with the Consultant ahead of the Contract Start Date.
      2. The Consultant shall provide each of the tasks identified in the Scope by, where known, by the date identified.
      3. The Consultant shall monitor its performance against the Scope and Milestones (if any) and report to the Council on such performance.
      4. The Council shall have the right to require the Consultant to include any reasonable changes or provisions in each version of the Job Descriptions and Criteria.
      5. Changes to any Milestones and/or payments shall only be made in accordance with the express permission of the Council.
      6. Time in relation to compliance with the Job Descriptions shall be of the essence and failure of the Consultant to comply with the Job Descriptions and Criteria shall be a material Default.
      7. The Consultant's full service obligations shall formally be assumed on the Contract Start Date.
8. **Quality Requirements**
   1. The Consultant is expected to provide the Services with all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking services similar in scope and character to those detailed in the Specification and Scope
9. **Monitoring Arrangements** **and Contract management**
   1. The ongoing progress of the Service shall be reported through regular meetings, which will take place at least Fortnightly, unless agreed otherwise between the Parties.
   2. Progress and Update Reports must be completed, using a template to be provided by the Council during an initial meeting, (even where there are no transactions to report) and returned to the Council by the Reporting Date every Fortnight during the contract term and thereafter, until all transactions relating to the Service have permanently ceased.
   3. If the Consultant discovers any errors in any reported Progress and Update Reports, it will inform the Council and provide corrections in the next Progress and Update Report.
   4. The Consultant agrees to attend meetings with the Council in person (or by video call where Covid restrictions do not allow in person meetings) to discuss the circumstances of any Failure(s) at the request of the Council. If the Council requests such a meeting, the Consultant shall propose and document measures to ensure that any Failures are rectified and do not occur in the future.
   5. The Consultant shall provide the Council with Progress and Update Reports in accordance with the process and timescales agreed, which shall contain, as a minimum, the information requested in the Progress and Update Report.
   6. The Consultant and the Council shall attend meetings (be that in person on via video conferencing) to discuss Progress and Update Reports on a Fortnightly basis. These meetings will be the forum for the review by the Consultant and the Council of the Progress and Update Reports. These meetings shall:
      1. take place within three (3) days of the Progress and Update Reports being issued by the Consultant at such location and time (within normal business hours) as the Council shall reasonably require;
      2. be attended by the Consultant's Representative and the Council’s Representative; and
      3. be fully minuted by the Consultant and the minutes will be circulated by the Consultant to all attendees at the relevant meeting and to the Council’s Representative and any other recipients agreed at the relevant meeting.
   7. The minutes of the preceding Fortnight's meeting will be agreed by both the Consultant's Representative and the Council’s Representative at each meeting.
   8. The Consultant shall provide to the Council such documentation as the Council may reasonably require to verify the level of the performance by the Consultant.
10. **Risk Management**
    1. The Consultant and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
    2. The Consultant shall develop, operate, maintain and amend, as agreed with the Council, processes for:
       1. the identification and management of risks;
       2. the identification and management of issues; and
       3. monitoring and controlling project plans.
    3. The Consultant will allow the Council to inspect, at any time within working hours, the accounts and records which the Consultant is required to keep.
    4. The Consultant will maintain a risk register of the risks relating to the Service, which the Council and the Consultant have identified.
11. **Other Relevant Details**
    1. A decision was made by the Secretary of State, regarding the proposed reorganisation of local government in Northamptonshire on Tuesday, 14th May 2019, to abolish the eight (8) existing councils in Northamptonshire and replace them with two (2) new councils of North Northamptonshire and West Northamptonshire. Kettering Borough Council will be one (1) of four (4) Councils, which also includes elements of Northamptonshire County Council, making up the North Northamptonshire authority, alongside Corby Borough Council, East Northamptonshire District Council and the Borough Council of Wellingborough.
    2. Work is currently taking place across Northamptonshire, to ensure these new arrangements are operational from Thursday, 1st April 2021 (Vesting Day), at which time Kettering Borough Council will cease to exist.
    3. The Council will keep all relevant parties updated as more information is made available.
    4. Initially, Consultants should be aware that contracts which run beyond Vesting Day may be concluded earlier than the advertised contract term. Alternatively, Consultants awarded contracts which run beyond Vesting Day may be required to undertake and/or provide the same and/or comparable goods, service(s), supplies and/or work(s) (as detailed in this Specification) to and/or on behalf of the newly established North Northamptonshire authority, for either a defined period or until conclusion of the advertised contract term.
    5. The Council wishes to make Consultants aware that this may affect the contract value.
    6. **For the avoidance of doubt please be aware that following award of contract should the successful Consultant subsequently find that its proposed solution is not accurate and sustainable then the successful Consultant will not be permitted to amend their pricing bid so as to request any further monies associated with the full provision of this service.**
12. **Corporate Social Responsibility**
    1. Requirements
       1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. (<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf>)
       2. The Council expects its Consultants and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Consultants and Sub-Contractors to comply with the standards set out in this Section.
       3. The Consultant acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Consultant and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Consultant from time to time.
    2. Equality and Accessibility
       1. In addition to legal obligations, the Consultant shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
13. eliminate discrimination, harassment or victimisation of any kind; and
14. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
    1. Modern Slavery, Child Labour and Inhumane Treatment
       1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
       2. The Consultant:
15. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
16. shall not require any Consultant Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
17. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
18. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
19. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
20. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
21. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
22. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
23. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
24. shall not use or allow child or slave labour to be used by its Sub-Contractors;
25. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.
    1. Income Security
       1. The Consultant shall:
26. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
27. ensure that all Consultant Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
28. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
29. not make deductions from wages:
    1. as a disciplinary measure;
    2. except where permitted by law; or
    3. without expressed permission of the worker concerned.
30. record all disciplinary measures taken against Consultant Staff; and
31. ensure that Consultant Staff are engaged under a recognised employment relationship established through national law and practice.
    1. Working Hours
       1. The Consultant shall:
32. ensure that the working hours of Consultant Staff comply with national laws, and any collective agreements;
33. that the working hours of Consultant Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
34. ensure that use of overtime used responsibly, taking into account:
35. the extent;
36. frequency; and
37. hours worked; by individuals and by the Consultant Staff as a whole.
    * 1. The total hours worked in any seven day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.
      2. Working hours may exceed sixty (60) hours in any seven day period only in exceptional circumstances where all of the following are met:
38. this is allowed by national law;
39. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers’ health and safety; and
40. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
    * 1. All Consultant Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
    1. Sustainability
       1. The Consultant shall meet the applicable Government Buying Standards, which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
41. **Annexes**
    1. To open the linked annexes, click on the highlighted text.
       1. HSHAZ Programme Design

<https://issuu.com/ketteringboroughcouncil/docs/kettering_hshaz_programme_design_submission-sensit?fr=sNDRlOTgzNDQ5>

* + 1. Cultural programme submission, see attached document. PLEASE NOTE. The Bid was for £119,000 and currently the programme is under review