

**Invitation to Tender**

**Website Development**

**(NFNPA – 0063)**

Date : 15 January 2024

**New Forest National Park Authority**

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## SUMMARY

An exciting opportunity has arisen to provide the design and development of a new website plus three linked microsites with hosting and support for the New Forest National Park Authority (NPA).

The New Forest National Park is one of the UK’s 15 national parks – a world capital for wildlife with the greatest proportion of land internationally-protected for nature conservation of any local authority. It also sees 15 million day visits a year and has 34,000 residents. Our National Park is a living, working landscape for all with a rich tradition of ‘commoning’ – it is shaped by the free-roaming animals who are known as the ‘architects of the Forest’.

Our website serves as a crucial gateway, providing access to all, services to residents and fostering stakeholder engagement to ensure the future wellbeing of this exceptional place.

The Authority wishes to deliver a new website that inspires a sense of pride in our iconic National Park, helps people to enjoy and help care for it and that is built around our vision:

**‘A national beacon for a sustainable future where nature and people flourish.’**

This is summarised in our strapline:

**‘Protecting together – shaping tomorrow’**

The National Park has nine ‘special qualities’ which help define it:

* The New Forest’s outstanding natural beauty: the sights, sounds and smells of ancient woodland with large veteran trees, heathland, bog, autumn colour and an unspoilt coastline, with views of the Solent and Isle of Wight.
* An extraordinary diversity of plants and animals and habitats of national and international importance.
* A unique historic, cultural and archaeological heritage, from Royal hunting ground, to ship-building, salt making and 500 years of military coastal defence.
* An historic commoning system, that maintains so much of what people know and love as ‘the New Forest’ forming the heart of a working landscape based on farming and forestry.
* The iconic New Forest pony together with donkeys, pigs and cattle roaming free
* Tranquillity in the midst of the busy, built up south of England.
* Wonderful opportunities for quiet recreation, learning and discovery in one of the last extensive gentle landscapes in the south including unmatched open access on foot and horseback.
* A healthy environment: fresh air, clean water, local produce and a sense of ‘wildness’
* Strong and distinctive local communities with a real pride in and sense of identity with their local area.

## NEW FOREST NATIONAL PARK OVERVIEW

## Purposes and Duty

The New Forest National Park Authority has statutory purposes and socio-economic responsibilities as specified in the Environment Act of 1995:

* To conserve and enhance the natural beauty, wildlife and cultural heritage of the area
* To promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public.

Working in partnership with other organisations it is also the Authority’s duty to seek to foster the economic and social well-being of the local communities within the National Park.

We like to sum this up as: **Protect – Enjoy – Prosper**

## National Park Partnership Plan

All national parks are required to have a management plan or ‘partnership plan’ created by all the statutory bodies operating in the Forest:

[Re:New Forest - New Forest National Park Authority](https://www.newforestnpa.gov.uk/conservation/partnership-plan/)

The five themes of the Re:New Nature partnership plan (2022-27) are:

The NPA’s business

The NPA is a central government Arms-Length Body (ALB). Around half our business is as the Planning Authority for the National Park, with other teams focused on planning policy, building design and conservation, ecology, landscape design, a land advice service for land managers, climate change, archaeology, rangers, education and youth, access and volunteering, sustainable travel and tourism, communications and campaigns.

Please note we do not own any land or buildings – half the National Park is managed by Forestry England on behalf of the Crown, with other landowners including private estates, National Trust, Wildlife Trust, and Hampshire County Council.

The NPA is not the tourism body for the National Park. See Go New Forest CIC which produces the destination website ([Visit the New Forest | National Park | Official Tourism Board](https://www.thenewforest.co.uk/)) and promotes the area to attract more visitors. Our role is in sustainable tourism – encouraging people to choose sustainable travel rather than the car, to have an authentic New Forest experience (buy local, find out more about Forest etc) and to help care for this precious landscape.

Most of our work to protect the Forest is with and through partners. We provide support for the New Forest Marque local produce scheme; the New Forest Tour bus; Commoners Defence Association; a Green Health hub for social prescribing; a Higher Level Stewardship agri-environment scheme and the PedALL inclusive cycling charity we established. We have also secured lottery funding for several partnership schemes (eg [Youth for Climate and Nature (YouCAN) scheme - New Forest National Park Authority](https://www.newforestnpa.gov.uk/communities/young-people/youth-for-climate-and-nature-youcan/); [Species survival project - New Forest National Park Authority](https://www.newforestnpa.gov.uk/conservation/protecting-nature/species-survival-project/)) and issue grants to enable other organisations and communities ([Sustainable Communities Fund - New Forest National Park Authority](https://www.newforestnpa.gov.uk/communities/grants/sustainable-communities-fund/); [Farming in Protected Landscapes - New Forest National Park Authority](https://www.newforestnpa.gov.uk/conservation/protecting-nature/farming-in-protected-landscapes/)).

We convene several groups and forums and regularly deal with around 100 stakeholders.

## Communications Objectives

Our communications objectives are to:

* Lead to increasing recognition and understanding of the special qualities of the National Park.
* Enable a greater understanding of the five themes of the Partnership Plan, the NPA’s objectives and how the organisation is making a difference.
* Support the delivery of excellent customer service – in particular relating to our planning, trees, and enforcement teams.
* Help to generate enthusiasm to engage with the NPA as partners.
* Enable people and organisations to proactively care for and shape the National Park and work together as a team ‘ for the whole landscape’
* Help to ensure we operate transparently and are accountable
* Play our part as members of the national park family - leading the protected landscape agenda, delivering marketing rights as part of corporate partnerships, joining up on campaigns, collaborating on communications projects and sharing resources.

Our aim is to take people on an ‘engagement journey’ with us. Our communications look to move people from a point of no awareness of the National Park; to gaining knowledge and an understanding of the National Park and the Authority’s work; through to a point of interest and consideration of involvement; then moving to support; engaging fully with the Authority’s work and taking action; and ultimately, we hope, to a point where more people and organisations become ambassadors or champions for the New Forest:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|   |   |   |   |   |   |
| Awareness  | Knowledge/ Understanding  | Interest/ consideration  | Support/ preference  | Action  | Champion/ advocate  |
| **Awareness**  | **Engagement**  | **Involvement**  |

It is important to note that the website’s primary ‘voice’ is that of the New Forest National Park (place). The Authority’s voice is secondary.

## WORKING ARRANGEMENTS

Any queries may be submitted through our [In-tend supplier portal](https://in-tendhost.co.uk/newforestnpa/aspx/Home) or via the contact details below:

For tender process / procurement queries:

Tom Knott, Finance & Sustainable Procurement Officer - 01590 646678 tender@newforestnpa.gov.uk

For technical and organisational queries:

Hilary Makin - 01590 646608, hilary.makin@newforestnpa.gov.uk

## TENDER SPECIFICATION

In terms of general principles the new website design and development should:

* Include full project management in liaison with staff, including integration with current systems that the Authority has in place.
* Continue to be based on Wordpress
* Staff should be capable of publishing content without the need for advanced coding and/or web technologies
* Include the main site plus three existing microsites and the ability to create more
* Sustainability must be in-built (efficient, use less energy, hosted on eco-friendly servers). [What is Sustainable Web Design and How to Implement It - GreenCitizen](https://greencitizen.com/blog/sustainable-web-design/)
* Responsive design is essential - mobile first and responsive to different formats (desktop/ipad)
* Accessibility – should follow the highest standards for public sector bodies
* Be future-proofed as far as possible: consider the use of AI, especially re a Chatbot to answer common questions; to generate SEO and alt tags. We would welcome further suggestions.

## Project management

The successful contractor will be required to conduct a consultation across all staff and key partners, gaining a comprehensive understanding of the needs and requirements across all departments.

Contractors are encouraged to outline a consultative approach in their proposals, presenting a clear strategy for engaging with the Authority’s staff to collect insights and perspectives that will shape the success of the project.

The NPA Comms Team will develop and commission new content (e.g. copy, video, photography) that will negate current weaknesses and ensure that the new content reinforces the Authority’s messaging. The Comms Team will also manage the internal and external communications between the contract holder and relevant departments within the Authority.

## Visual design

The new website should offer a sense of ‘place’ to its visitors as well as reflecting the local community’s pride. All design elements e.g. iconography, colour and typography, should reinforce the Authority’s core purposes and messages, and be fully accessible.

It should consider the key goals of various sections of the website and implement a design that aims to realise these goals (e.g. call to action could be sign up to enews, volunteer, donate, book event, answer survey/consultation, download, pledge).

The design must adhere to the Authority’s branding. It should be clean, elegant and unfussy, demonstrating personality and warmth and inspiring a feeling of awe/wonder towards the natural world and the New Forest in particular.

The successful agency should allow for the creation of icons and illustrations for use throughout the site where required. The allowance made for this in terms of cost and hours, plus any qualifications, should be identified clearly as a separate item. Where bespoke graphics are designed, the NPA should be provided with the raw EPS / PSD files.

Visual design inspiration:

[Home | National Museums Scotland](https://www.nms.ac.uk/)

<https://www.penpont.com/>

<https://knepp.co.uk/>

[Newt | The Newt in Somerset](https://thenewtinsomerset.com/)

## UX AND User Testing

The successful contractor will be expected to take a user-centred approachto the build of the new websites, with relevant tailored journeys aligning to personas, in an intuitive and goal-driven way.

We would like to explore presenting a different website layout depending on which of the two main audience groups people see themselves as on arrival to the website (inspiration/information) to delineate between the New Forest National Park (place) and the New Forest National Park Authority (organisation). However, we will explore the extent of this delineation with the successful agency following appointment to ensure it is led by user research and feedback. A similar working example of this model can be found at [Snowdonia National Park](https://snowdonia.gov.wales/).

Different content blocks will be pulled into pages depending on tags (events, jobs, blogs, news). Content from the information hub will be pulled across to the inspiration section of the site and vice versa, depending on tagging and filtering criteria applied to individual pages. This functionality will also extend to absorbing content from external partner websites or from microsites. It should also be possible to consume RSS feeds from other partner websites where possible and appropriate.

**Inspiration Information**

Park ‘user’ Interest in the Authority as an organisation

Visitors Planning applicant/comment on a plan

Local communities Funders (eg Defra/lottery)

Learners/teachers Partner organisations

Interest groups Board members

 Media

 Employees/potential employees

We would like the ability for certain articles to be made ‘sticky’ - always appearing in the first line of results, or indeed for certain items to be able to be ‘deselected’ and hidden from view, even though the tag pulls them in.

Our analytics show that a high percentage of our users are looking for the planning service. Therefore, the design should ensure clear and direct access to the Planning Department from the homepage.

We need a robust site structure which will stand the test of time as the site evolves and grows and should differentiate between ‘evergreen’ content and timebound information (news, blogs etc). The challenge – especially for a small team – is keeping track of the sheer volume of static content pages that need to be kept up to date, with content often being held within distinct silos with little integration or cross-linking of content. Correct tagging of content and appropriate blocks could enable content to be distributed throughout the website instead of isolated within their own sections.

## User testing

User testing is extremely important. We would like the winning bidder to produce a ‘good enough’ version of the site midway through the timeline, giving time for extensive user testing, more development and then more user testing before final changes and launch.

We will work with you to identify specific groups of users that we will need to target, including those with accessibility requirements.

## Technical Requirements

The following is a list of must-have requirements for the CMS:

* **Microsites** – we need the following microsites to be recreated and the capability of potentially creating more at a later date:
* New Forest Higher Level Stewardship Scheme: [HLS New Forest – Higher Level Stewardship Scheme](https://www.hlsnewforest.org.uk/)
* Green Halo Partnership <https://www.greenhalo.org.uk/>
* Green Health Hub [www.greenhealthhub.org.uk](http://www.greenhealthhub.org.uk)

The existing Access Forum microsite can be absorbed into the main site: [New Forest Access Forum](https://www.newforestaccessforum.org.uk/)

* **Migration** – migrate content from existing sites to the new site as required (eg we have a retention policy of seven years for Authority meeting papers).
* **Editing**
	+ Easy for front-end content editors to use – this includes basic tasks like uploading content and files to creating and exporting forms and making image galleries
	+ Multiple types of user accounts, allowing us to set editing privileges for specific individuals or user groups
	+ Assign content authors to individual pages, which will allow us to easily identify who to contact when a page needs updating
	+ Schedule content changes at specific times, e.g. pre-populating a job advert and setting it to go live at 8am the following morning
	+ The ability to flag content for review after a certain time period or on a certain date. This would enable us to proactively manage content that we know will be inaccurate at a specific time, e.g. details of a competition
	+ Simple image editing capabilities ­– the majority of staff in our organisation do not have access to photo editing software, often meaning images that are uploaded are of poor quality or incorrect size/proportion. The CMS should provide the capability to perform basic image editing tasks such as resizing and cropping.
* **Workflow** – we need workflow to be as simple as possible, allowing editors to submit content for approval, admins to receive notifications and then either approve/deny the changes
* **File Uploads** – we need functionality on the admin interface that enables us to easily upload, categorise and find files and images
* **‘No-follow’ option** – an easy way to hide files/pages/sections from internal searches and external search engines
* **Templates** - A range of pre-designed templates, plus the ability for more to be created as and when they are needed
* **AI -** Please also set out how the CMS will use AI to handle SEO and Alt Tags and to instigate a chatbot to answer FAQs with the aim of reducing the burden of enquiries on our planning team/reception staff.
* **Public Events Submission and Listing** – we currently have a public events calendar (<http://www.newforestnpa.gov.uk/events>) that segments according to event type. It allows members of the public to submit events that are taking place within the National Park, which are moderated before being set live. One event can be highlighted as the top event to automatically appear on the homepage. We would like to refine the way the form works, listing the events in a more attractive format and contact name and details for the event organiser to be a required field. The ability to quickly copy event pages and use them in future years will be needed. All existing live events must be carried over to the new site and we would need you to assist us in doing so. We will need a much improved calendar widget that acts as the hub for navigating around the events section.
* **Latest News** – this is currently a simple archive of news items/press releases which auto generates a thumbnail and can be promoted as top story on the homepage. Photography and video should be able to be featured prominently within this section. This currently has a separate search function but we would like news and blogs to be integrated as part of the main search.
* **Job Vacancies** – a listing of current vacancies within the organisation and those that we may wish to advertise on behalf of our partners. After adding these to a standard template in the back end they should automatically pull through to a jobs board.
* **Forms –** an easy to use forms system for surveys and consultation exercises. It will need to produce attractive forms that can then be exported in .csv format and produce reports of the data as well.
* **Planning –** Our planning system uses ‘Agile’ and this will need to be integrated in an attractive and user-friendly way.
* **Our members –** we would need to replicate our current system where we can enter our Members’ (‘councillors’) details which are then automatically pulled through to this area in the front end: <http://www.newforestnpa.gov.uk/members/specificType/4/local_authority_appointee>
* **Useful and intelligent search function –** our current search does not work well – documents should be lower priority with pages appearing first. News and blog posts have had to be syphoned off into a separate search facility. It also needs to be presented more attractively.
* **Header image –** the landscape image area at the top of document pages causes difficulties in sourcing suitable wide images, in ensuring the right part of the images is shown in the header and the header text over it obscures the image. See <http://www.newforestnpa.gov.uk/info/20094/commoning/40/animal_accidents>.
* **Email sign-up –** we need a prominent widget for people to sign up to our enews (see current homepage for example) as this is our most effective channel.
* **Blog –** an area for blog posts and moderated comments needs to be included: <http://www.newforestnpa.gov.uk/NFNPAblog>
* **Polls –** it would be good to be able to include the function to carry out polls on the website using the CMS to get the views of visitors on various subjects and produced reports/.csv files of the results
* **Social sharing –** options for sharing/email to be available on each page
* **Image galleries**
* **‘You may also like’** – each page to also automatically recommend related news/downloads/events as on the current site.
* **Pledge** – [www.newforestnpa.gov.uk/pledge](http://www.newforestnpa.gov.uk/pledge)
* **Return to top** button at bottom of each page
* **Routes –** things to do/walking and cycling routes are among the most popular pages on our existing website but should be made more attractive and searchable, similar to [Walks | Eryri National Park](https://snowdonia.gov.wales/visit/walks/)
* **Mapping –** we would like to propose a mapping solution in line with the Authority’s needs. This includes the ability to embed maps on most pages; an overall ‘Explore by Map’ which pulls in plotted events from the events calendar (which allows communities and businesses to submit events) – a solution similar to [Map | Eryri National Park](https://snowdonia.gov.wales/map/).
* **‘Finders’ –** we would like to replicate our education, volunteer and youth finders: eg [Volunteer with local organisations - New Forest National Park Authority](https://www.newforestnpa.gov.uk/communities/volunteer/partnering-with-us/search-for-opportunities/)
* **DAM** - A searchable and categorized media/assets library with access management to prevent media mismanagement.
* We would also be interested to hear your recommendations for additional functionality that you believe would help us meet our strategic goals and future-proof the site.

## Accessibility

The Authority is working hard to improve its website accessibility. For the new website, a minimum of WCAG 2.2 level AA Accessibility is required for the main part of the website (inspiration pages) and AAA for other parts of the website (information hub).

The new website needs to be ‘HTML first’ (over PDFs) and comply with Government Digital Service as well as WCAG compliance rules but support any necessary PDF creation when required. The devolved governance model with circa 40 publishers will require varying access levels across the website for publishers, where ALT tags and other elements of required compliance need to be built into the CMS as required fields. Further information about Government accessibility standards:

<https://www.gov.uk/service-manual/user-centred-design/accessibility>

## Equality, diversity and inclusion

The Authority has a firm commitment to equality, diversity and inclusion through its New Forest Voices programme. The public sector equality duty requires public bodies to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between different people when carrying out their activities.

This ethos should extend to all aspects of site design, from ensuring that imagery represents a diverse cross section of National Park users through to all content being accessible, irrespective of language or browser experience.

Where there is content with known accessibility issues (such as PDFs or videos), alternative options should be available, such as HTML or video transcription.

The National Park must also ensure that that it fulfils its statutory duty to deliver planning applications, meeting notices and consultations etc. Compliance can be particularly challenging with PDFs which form part of the external online planning process and portal. It is also recognised that various PDFs have large file sizes which can be problematic, especially as high-speed internet is not available across all of the National Park. Downloading large PDFs to access one small element creates a poor user experience. A new format that provides summary information before downloading accessible PDFs should be explored.

The information section should also have a smaller file size footprint, be more functional and have fewer images/design elements to make content logical and clear, similar to the gov.uk website.

## PDF formats

PDFs are used extensively within many of the Authority sections for reports, consultations, meetings etc. Making PDFs accessible is important for ensuring that all users, including those with disabilities, can access the information on our website. Many people with visual impairments, for example, rely on screen readers to access digital content and if a PDF is not accessible they may not be able to access the information contained within it.

To make PDFs accessible, we would expect them to be properly tagged with descriptive text so that screen readers can read out the content in a logical order. This includes adding alt text to images, using headings to organise the content, labelling form fields etc. PDFs should also be created in a way that allows users to easily navigate and find the information they need.

We expect to phase out the use of PDFs, only using them where absolutely necessary. When used, an accessible alternative should be provided, eg HTML or ePUB. For longer publications, an on-page summary should be provided in HTML that links to a downloadable ePUB version for further reading. The successful agency should examine alternatives to PDFs to either act as a replacement or provide additional options to consume this content and provide a better user experience for everyone who visits the website.

## Analytics

We would like you to set up GA4 across all of our websites, including specific dashboards and goals that we will use to monitor the success of the sites.

## Key Performance Indicators

* Increase average session length
* Increase pages per session
* Increase returning visitors
* Decrease bounce rates
* Increase website performance on key pages with low scores
* Create a measurable and effective SEO strategy to support organic listings in search engines
* Increase sign ups to the email newsletter
* Improve search functionality across the site.
* A wider array of high-quality graphics and imagery that reflects the rich diversity of the National Park's nature, landscapes and people.
* Better illustration of our impact on the environment and steps required to address the climate and nature crisis.
* Improved calls to action / sharing
* Streamlined user journeys to reduce the number of clicks and amount of scrolling, provide more engaging landing pages for key topics.

## Training

Your quote should include training for admins/content editors and supplying guidance notes, in particular relating to the site design (e.g. standard image sizes for different pages/widgets/video embeds etc).

## Support

We would require the successful bidder to offer ongoing support services in case of problems that we are not able to fix ourselves, as we have limited in-house technical support. Please include this cost for the first 12 months in your main quote, plus details of ongoing monthly/annual costs after this for a period of up to five years (prices should be either fixed or clearly index linked).

## Hosting arrangement and environmental considerations

The National Park is acutely aware of the ongoing climate and nature crises. Server hosting and delivery of website content has the potential to significantly extend its carbon footprint with no noticeable benefit to the user.

Website content should be optimised, minimised and only served to the user if it is required. It should be delivered from a datacentre ideally powered from renewable energy sources and every effort should be made to enhance the green credentials of the end-to-end technical solution. Steps taken to optimise for environmental impact overlap significantly with steps taken to optimise for performance.

Our requirements for this optimisation are as follows:

* Streamlined and optimised code.
* Minified scripts and styles.
* Compressed and optimised images (theme files should pull out the appropriately sized image).
* True lazy loading of website content to ensure only viewable content is delivered.

We require the appointed developer to provide a managed web hosting environment and details of your proposed solution should be provided.

Servers should follow a regular maintenance schedule to ensure that the latest security patches and kernels have been applied, with regular offsite backups of data. The server should be protected by a firewall, with more specific website security provided by a plugin such as WordFence or Shield Security. A 24-hour monitoring service should also provide an alert system for outages or cyber attacks, with DDoS protection provided through a service such as Cloudflare.

We also need the ability to launch additional microsites when required within our WordPress (or equivalent) multisite environment. A separate cost should be provided for the three additional sites based on a basic hosting account.

Considering our efforts to reach net zero, we recognise the environmental impact of web hosting and datacentre operations. Please provide details of any green credentials, accreditation or steps taken by the proposed hosting solution and website development to minimise against this carbon footprint.

## Content ownership

The theme, website, database files, imagery and other outputs (including technical diagrams and information) will become the property of the NPA. All copyrights, usage rights and licensing rights should be assigned to the NPA.

The successful developer should document any third-party plugins or services that are subject to additional licenses including any renewal periods and costs.

The NPA requires the ability to receive all original site files to enable a smooth transfer to a third party if required and without cost.

## Project Timetable

|  |  |
| --- | --- |
| Action | Action begins |
| Commencement of Contract | 24 February 2025 |
| Inception Meeting | w/b 24 February 2025 |
| Timeline & Project Plan | Agreed by early March 2025 |
| Initial Development | March – August 2025 |
| User testing | August – October 2025 |
| Second stage development | October – December 2025 |
| Beta launch  | 1 January 2026 |
| Final Development Work | January / February 2026 |
| Final Site Launch | 1 March 2026 |

## Cost

We are estimating the development contract will cost around £60-80,000 (excluding VAT); as it could be more or less than this, please make it clear in your submission which elements you would absolutely recommend us to undertake and which could be add-ons / additional value items.

Please also state clearly the (fixed or index linked) costs for a further five years of hosting, support and maintenance.

## EVALUATION OF TENDERS

Suppliers must complete, in full, the Assessment Document which is attached below. This outlines the minimum information required from suppliers and will form the basis upon which your submission will be evaluated. It is envisaged that this scoring and evaluation exercise will take no longer than 4 working days after the ITT response deadline, which is 9am 10 February 2025. It is envisaged that a decision will then be made on or around 14 February 2025.

No information contained in this ITT, or in any communication made between the Authority and you in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The Authority reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the Authority incur any liability in respect of this ITT or any supporting documentation.

Please answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to your organisation, this should be indicated, with an explanation.

***Completeness and Further Information***

The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that you are not invited to participate further. In the event that none of the responses are deemed satisfactory, the Authority reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

You should be explicit and comprehensive in your responses to this ITT as this will be the single source of information on which responses will be scored and ranked. You are advised neither to make any assumptions about any past or current supplier relationships with the Authority nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITT is provided on the same basis to all tenderers. Please note that to ensure fair and open competition, the responses to any questions raised by interested contractors will be made available to all other contractors, where appropriate. Any such clarifications will be posted on our In-tend portal and you will receive email notification to make you aware of this. If you wish to be updated with any tender clarifications but do not wish to register on our In-tend portal, then you must formally request to receive such clarifications via email, to the contact listed in Section 3 of this ITT. The deadline for receipt of clarifications relating to the specification or any other part of this ITT is noon 31 January 2025.

Please note that the spaces provided in the Assessment Document should not be viewed as an indication of the length and depth of responses we require for a particular section. Suppliers are encouraged to generate as much space as required to answer each section in full, ensuring that any additional pages used are clearly cross-referenced to the relevant section being addressed, where applicable.

It should be noted that whilst some sections of the Assessment Document are not directly scored (e.g. financial information), the Authority reserves the right to take into account supplier responses to these elements when evaluating and awarding the contract.

Supplier responses in the Assessment Document, and any additional documentation provided, shall form part of the contract, where appropriate, thus the supplier will be legally obliged to comply with the responses provided therein. Should your company be successful and be awarded the contract, any variations to the proposals in your bid must receive prior written approval from the Authority.

The Authority expressly reserves the right to request you to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT. The Authority may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

**Disqualification and selection**

The Authority may disqualify you if you fail to:

1. Provide a satisfactory response to any questions in the ITT or inadequately or incorrectly complete any question or have not provided the required information; and/or
2. Submit the completed ITT before the stated deadline.

The potential providers who are not disqualified in accordance with the above grounds shall be evaluated on the qualification criteria which take into account the economic and financial standing and the technical or professional ability of each.

**The Assessment Document is attached here:**

[Website Development - Assessment Document](https://newforestnpa-my.sharepoint.com/personal/john_stride_newforestnpa_gov_uk/Documents/Desktop/SSF%20LA%26D%20Assessment%20Document.docx?web=1)

|  |  |
| --- | --- |
| **Tender Return Checklist** |  |
| **In addition to (or to support) the information requested within the ITT Assessment Document, please ensure the following documents with your response.****All attachments support the credibility of your submission.** |
| **Company CV** | Please attach/link your Company CV |
| **Three Project references** | Please provide three references for live projects that demonstrate technical expertise required in the ITT. |
| **LinkedIn profile, portfolio and bio** | Please provide LinkedIn Profiles (URLs), portfolios and bios for project members. |
| **A list of website projects** | Please provide URLS of your best five to 10examples of live website projects (minimum five URLs). |
| **Cyber Security Accreditation or equivalent** | Please attach copies of accreditations and insurance certificates to mitigate risk/potential problems. |
| **Example yearly hosting and support SLA** | Please provide SLA with options on hosting and support, covering off:* support hours included in fee
* activities to manage core updates included in fee
* future ‘new microsite’ fees
* ongoing ad hoc consultancy/dev fees
* website backup/disaster recovery
* hosting disc space/bandwidth
* server information e.g. physical location
 |
| **GDPR Policy** | Please include your GDPR policy (URL/PDF). |
| **Added value** (optional) | E.g. how you manage your digital footprint e.g. green energy for hosting. |

The Contract will be awarded on the basis of the most economically advantageous tender to Authority, based on the evaluation criteria of 30% price and 70% quality. Tenders will be evaluated and assessed by NFNPA staff using the scoring matrix below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Price | 30% |
| Evidence of suitability | 70% |

Sub-weightings for the Quality Criteria are provided below:

|  |  |  |
| --- | --- | --- |
| **Section** | **Quality Heading** | **Sub-Weighting** |
| A | Company Information | 0% |
| B | Your Approach | 40% |
| C | Scope of Services | 30% |
| D | Your Experience / References | 30% |

The following scoring mechanism will be used to allocate points available.

|  |  |
| --- | --- |
| **Scoring** | **Points** |
| Response meets the required standard in all material respects and adds value in some or all of the major requirements | 9 – 10 |
| Response meets the required standard in all material respects | 7 – 8 |
| Response meets the required standard in most material respects, but is lacking or inconsistent in others | 5 – 6 |
| Proposal falls short of achieving expected standard in a number of identifiable respects  | 3 - 4 |
| Response significantly fails to meet the required standard, contains significant shortcomings or is inconsistent with other responses | 1 - 2 |
| Completely fails to meet required standard or does not provide a response | 0 |

**Price** –with regards to the price evaluation, the lowest accepted (i.e. reasonable) submitted price will be awarded the maximum price score of **30%**. Thereafter, each tender will be ranked and scored in accordance with how much more expensive their respective price is compared to the lowest price (e.g. – if it is 50% more expensive than the lowest price, it will be awarded 50% less price points in comparison to the lowest price tender).

**Quality** - weighted scores will be calculated by multiplying the score for each quality criteria by its weighting. The weighted scores will be totalled for each tender. The totals will be normalised so that the normalised highest total will attract the highest Quality score of **70%**.

There is an overall quality threshold of **6 points**. If the summation of the weighted scores under each quality heading is below this figure, then the tender will no longer be considered, regardless of price.

The Authority reserves the right to withdraw this contract opportunity at any point, without notice, and will not be liable for any costs incurred by suppliers during any stage of the process. Suppliers should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

## INSTRUCTIONS TO TENDERERS

The proposed Tender timescales are as follows, however these are subject to change. In such an event, all Tenderers will be informed immediately via our In-tend supplier portal:

|  |  |
| --- | --- |
| **Tender Process**  | **Deadline** |
| Invitation to Tender (ITT) sent out | Wednesday 15 January 2025 |
| Deadline for ITT clarifications / questions | Noon, 31 January 2025 |
| ITT response deadline | 9am, 10 February 2025 |
| Evaluation of ITT submissions | 10-13 February 2025 |
| Contract Award | 14 February 2025 |
| Standstill Period | 14 – 23 February 2025 |
| Contract Commencement date / Inception meeting with key NPA and partner representatives | w/b 24 February 2025 |

Tenders submitted after the stipulated time and date advised will be rejected, unless exceptional circumstances are proven, such as clear evidence of postal guarantee or record of successful submission through In-tend.

Tenderers must ensure that their completed bid has been returned, by 9am 10 February 2025 in order for their bids to be evaluated:

1. If your submission is via our [In-tend supplier portal](https://in-tendhost.co.uk/newforestnpa/aspx/Home), then it must be completed 9am 10 February 2025. Please note that you will have to register on this portal before you can view the Invitation to Tender document and submit a tender
2. If your submission is via email, please return it to: tender@newforestnpa.gov.uk - to arrive no later than 9am 10 February 2025
3. If you wish to post a hard copy reply, it must be marked for the attention of Tom Knott, to arrive no later than 9am 10 February 2025 and sent to:

FAO: Tom Knott, Finance and Sustainable Procurement Officer – [NFNPA 0063]

New Forest National Park Authority

Lymington Town Hall

Avenue Road

Lymington

Hampshire

SO41 9ZG.

Please note that you must ensure that the envelope used must bear **no mark to identify the sender**. Failure to comply with this may result in your tender being excluded from the evaluation process.

Please note that you may use either [In-tend](https://in-tendhost.co.uk/newforestnpa/aspx/Home) or post in submitting your responses, or both should you wish. Posted entries are sent at the risk of the supplier and confirmation of receipt will not be provided by the Authority, unless specifically requested by the supplier; the Authority will not be liable in any way for entries not received or delayed in the post. Furthermore, the Authority is unable to return any documentation provided, whether the supplier is successful or not.

The Authority shall keep all tenders received unopened until after the ITT submission deadline of 9am 10 February 2025. Any tenders received after this time shall not be considered for evaluation and shall be returned promptly to the tenderer.

## CONDITIONS OF TENDER

The Terms and Conditions of Contract be found as Appendix 1.

You will be asked to agree to this Contract in its entirety should you be the winning tenderer – please make it clear in your bid response if you have any issues with these terms and set out how you would suggest they be amended to make them agreeable to you.

The Authority reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by suppliers during any stage of the process. Suppliers should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

### Representations

A supplier may contact the Authority to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to suppliers.

No questions will be answered that provide a competitive advantage to any party interested in tendering.

Should questions arise during the tendering period, which in our judgment are of material significance, we will inform all suppliers to explain the nature of the question, and our formal reply. All suppliers should then take that reply into consideration when preparing their own bids and we will evaluate bids on the assumption that they have done so.

### Specification

For the avoidance of doubt, the contract specification shall include all requirements explicit or implied within this Invitation to Tender.

The Authority reserves the right to withdraw this tender document and all funding contained within it without notice.

### Conflicts of Interest

Tenderers must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition, or if awarded any contract as a result of this opportunity. This also applies to any sub-contractors that the Tenderer wishes to employ as part of any contract.

Where Tenderers identify such potential conflicts, they should immediately state these to the Authority and confirm how they intend to avoid such conflicts. The Authority reserves the right to reject any Tender which, in the opinion of the Authority gives rise, or could potentially give rise to, any conflict of interest.

### Tenders Excluded

No tender will be considered for acceptance if the supplier has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an employee of the Authority. If a supplier has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from the successful suppliers.

It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in the specification.

### Collusive Tendering

In submitting a tender against this contract, the supplier confirms that they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The supplier also certifies that at no time, before or following the submission of the tender, has the Supplier carried out any of the following acts:

i) communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure is required for the purpose of obtaining insurance

ii) entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted

iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

### Freedom of Information

The National Park Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and therefore information in relation to this tender may be requested by third parties. Requests for information will be considered on a case by case basis and consideration will be given as to whether or not the information is exempt from disclosure under the legislation.

Suppliers should identify if any of the information supplied by them is confidential or commercially sensitive and provide details of why they feel release of the information would prejudice their interests.  This will not guarantee that the information will not be disclosed but your views will be taken into account when considering a request.

It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be.  The timing of any request for information will be taken into account when determining whether or not the information is exempt, however suppliers should note that no information is likely to be regarded as exempt forever.

**Confidentiality**

The Tenderer (whether this Tender is accepted or not) and all other recipients of the Specification and documents (whether they submit a tender or not) shall treat the details of the Specification and the documents attached hereto as private and confidential and shall not disclose the details to any party.

**APPENDIX 1 – Draft Contract**

DATED

Website design and development agreement

between

[Party 1] and

**New Forest National Park Authority**

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This agreement is dated

###### Parties

1. [FULL COMPANY NAME] incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**)
2. **New Forest National Park Authority** whose registered office is at Lymington Town Hall, Avenue Road, Lymington, Hampshire SO41 9ZG (**Customer**)

###### BACKGROUND

1. The Supplier submitted a tender on [DATE] (reference: [REFERENCE]) in response to the Customer's request for proposal issued on [DATE] (reference: [REFERENCE]).
2. The parties have agreed that the Supplier shall provide the Customer with website design and development and related services on the terms and conditions set out in this agreement.

###### Agreed terms

* 1. **Interpretation**
		1. Clause and Schedule headings do not affect the interpretation of this agreement.
		2. The definitions and rules of interpretation in this clause apply in this agreement.

**Acceptance**: the acceptance or deemed acceptance of the Site by the Customer pursuant to [clause](#_bookmark88) [4](#_bookmark88).

**Acceptance Certificate**: the form of certificate served on the Supplier by the Customer to acknowledge Acceptance.

**Acceptance Tests**: the tests to be carried out on the Site as set out in [clause](#_bookmark88) [4](#_bookmark88).

**Applicable Laws:** means:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

###### Applicable Data Protection Laws means:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**Business Day**: a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

**Business Hours**: the period from 9am to 5pm on any Business Day.

**Change Control Procedures**: the procedures set out in [Schedule 2](#_bookmark135).

**Charges**: the charges in respect of the Services set out in [the](#_bookmark134) bid documentation.

**Confidential Information**: has the meaning given in [clause](#_bookmark116) [18.1](#_bookmark116).

**Contract Year**: any 12-month period starting on the Effective Date and on each anniversary of the Effective Date.

**Customer Personal Data:** any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

**Cybersecurity Requirements:** all applicable laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes, and sanctions, relating to security of network and information systems and security breach and incident reporting requirements, including the retained EU law version of the General Data Protection Regulation (EU) 2016/679 and the Network and Information Systems Regulations 2018 (*SI 506/2018*), all as amended or updated from time to time.

**Defects**: has the meaning given in [clause](#_bookmark89) [4.4](#_bookmark89).

**Design Agency**: [NAME AND ADDRESS].

**Design Requirements**: The design requirements set out in [Schedule 1](#_bookmark130).

**Effective Date**: [DATE].

**EU GDPR:** the General Data Protection Regulation (*(EU) 2016/679*).

**Good Industry Practice:** the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector.

**Incident**: any Vulnerability, Virus, or security incident which

* + - 1. may affect the Site;
			2. may affect the Supplier's network and information systems such that it could potentially affect the Customer or the Site; or
			3. is reported to the Supplier by the Customer.

**Intellectual Property Rights**: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Known Vulnerability:** any Vulnerability that has either:

1. been assigned a Common Vulnerabilities and Exposures (CVE) number;
2. been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from to time to time; or
3. been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

**Latent Vulnerabilities:** any instances of typical classes of Vulnerability. For example, buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

**Materials**: the content provided to the Supplier by the Customer from time to time for incorporation in the Site.

**Mitigate**: the taking of such reasonable steps that would be taken by a prudent supplier in accordance with Good Industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the Customer in writing in advance, and the terms **Mitigated** and **Mitigation** shall be interpreted accordingly.

**Non-Supplier Defects**: those Defects described in [clause](#_bookmark90) [4.5](#_bookmark90).

**Phase**: in relation to the Project Plan, one of the key phases of work identified in [Schedule 1](#_bookmark130).

**Project**: the provision by the Supplier of the Services as set out in this agreement.

**Project Plan**: the timetable within which the Supplier will implement the Project as set out in [Schedule 1](#_bookmark130).

**Server**: a high-performance computer server administered by the Supplier, as more particularly defined in [Schedule 1](#_bookmark132).

**Services**: the design and development services to be provided pursuant to this agreement as set out in [Schedule 1](#_bookmark132).

**Site**: the website at [www.newforestnpa.gov.uk](http://www.newforestnpa.gov.uk) and its familial microsites listed in clause 3.1 to be hosted by the Supplier pursuant to this agreement.

**Site Software**: the software for the Site commissioned by the Customer as specified in [Schedule 1](#_bookmark131).

**Site Specification**: the specification for the Site set out in [Schedule 1](#_bookmark131).

**Third Party Products**: those third-party software products set out in [Schedule 1](#_bookmark131).

**UK GDPR:** has the meaning given to it in the Data Protection Act 2018.

**Virus:** any thing or device (including any software, code, file, or programme) which may:

* 1. prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
	2. prevent, impair, or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering, or erasing the programme or data in whole or part or otherwise); or
	3. adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

**Visitor**: a visitor to the Site.

* + 1. References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this agreement.
		2. If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.
		3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
		4. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
		5. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
		6. Any words following the terms **including**, **include**, **in particular**, **for example,** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
		7. References to **content** include any kind of text, information, images, or audio or video material which can be incorporated in a website for access by a Visitor to that website.
		8. A reference to **writing** or **written** excludes fax but not email.

###### Scope of the project

The Supplier shall:

1. liaise with the Communications team in developing the look and feel of the Site;
2. design, develop and deliver the Site in four Phases in accordance with the Project Plan and the Design Requirements; and
3. provide the Services and host the Site from the Server in accordance with agreed service levels.

###### Domain name

* + 1. The Customer holds the domain names for the main site (newforestnpa.gov.uk) and the associated or familial microsites, together with such other domain names as may be registered by the Customer (**Domain names**). The Domain Names will be controlled and managed by the Customer.
		2. The Customer shall promptly renew the registration of the Domain Name upon the relevant renewal date on the same terms as set out in [clause](#_bookmark87) [3.1](#_bookmark87).
		3. All fees associated with any registration and renewal pursuant to this [clause](#_bookmark86) [3](#_bookmark86) shall be borne solely by the Customer.
		4. The Supplier warrants that if it registers the Domain Name in its own name in breach of [clause](#_bookmark87) [3.1](#_bookmark87) it shall (and procure that any necessary third party shall), as soon as it becomes aware of the breach, promptly execute and deliver such documents and perform such acts as may be required for the purpose of effecting the transfer of the Domain Name registration to the Customer, without any further cost to the Customer.

###### Development and acceptance of site

* + 1. Once the Supplier has completed design and development of the Site in accordance with Phase 2 of the Project Plan, the Supplier shall invite the Customer to attend Acceptance Tests. The procedure set out in this [clause](#_bookmark88) [4](#_bookmark88) shall be repeated in respect of Phase 3 and 4 and any further development works agreed by the parties from time to time.
		2. The Acceptance Tests shall test compliance of the Site with the Site Specification. The form and detail of such tests is set out in [Schedule 1](#_bookmark133).
		3. Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Customer shall sign the Acceptance Certificate in respect of the Site and return it to the Supplier as soon as reasonably practicable following Acceptance.
		4. If any Acceptance Tests are not passed, the failures that cause the relevant tests to be failed (**Defects**) shall be drawn up and documented by the Supplier and presented to the Customer for discussion as to how best to rectify such Defects.
		5. If any failure to pass the Acceptance Tests results from a Defect which is caused by an act or omission of the Customer, or by one of the Customer's sub- contractors or agents for whom the Supplier has no responsibility (**Non-Supplier Defect**), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect, and the Customer shall sign and return the Acceptance Certificate to the Supplier within five Business Days of Acceptance. The Supplier shall provide all assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. If such assistance is requested, the Customer shall pay the Supplier in full for all such additional services and products at the Supplier's then current fees and prices.
		6. The Supplier shall remedy any Defects promptly to ensure that the Site passes the Acceptance Tests on a retest.
		7. If such a retest demonstrates that the Site is still not in accordance with the Site Specification, the Customer may, by written notice to the Supplier, elect at its sole option:
1. to fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the Site on the same terms and conditions as the retest (except that all reasonable costs which the Customer may incur because of carrying out such tests shall be reimbursed by the Supplier). If the Site fails such further tests, the Customer shall be entitled to proceed under [clause](#_bookmark92) [4.7(b)](#_bookmark92) or [clause](#_bookmark93) [4.7(c)](#_bookmark93); or
2. to accept the Site subject to an abatement of the Charges, such abatement to be an amount that is reasonable, considering the circumstances. In the absence of written agreement as to abatement within 14 days of the date of the notice given by the Customer pursuant to this [clause](#_bookmark91) [4.7](#_bookmark91), the Customer shall be entitled to reject the Site in accordance with [clause](#_bookmark93) [4.7(c)](#_bookmark93); or
3. to reject the Site as not being in conformity with this agreement, in which event this agreement shall automatically terminate, and the Supplier shall (without prejudice to the Customer's other rights and remedies) immediately refund to the Customer all sums already paid to the Supplier under this agreement.

###### Third party products

The Third-Party Products shall be supplied in accordance with the relevant licensor's standard terms. The one-off licence fee for such Third-Party Products is included in the Charges payable under [clause](#_bookmark97) [7.1](#_bookmark97).

###### Project management

Each party shall appoint a project manager who shall:

1. provide professional and prompt liaison with the other party; and
2. have the necessary expertise and authority to commit the relevant party.

###### Charges and payment

* + 1. Following Acceptance, the Supplier shall issue a VAT invoice in respect of the Charges, and the Customer shall pay to the Supplier the Charges calculated correctly in accordance with [the](#_bookmark134) agreement and set out in such invoice within 30 days of receipt of it, except for any amount in respect of which there is a genuine dispute.
		2. All Charges are exclusive of VAT.

###### Warranties

* + 1. Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
		2. The Supplier shall:

(a) perform the Services with reasonable care and skill and in accordance with Good Industry Practice; and

* + 1. ​

(a) take reasonable steps not to store, distribute, or transmit any Virus or Known Vulnerability or Latent Vulnerability via the Services.

* + 1. The Supplier warrants that the Site and its operation will be uninterrupted and free of errors, Known Vulnerabilities and Latent Vulnerabilities, Viruses, and material defects and that the Site will perform in accordance with the Site Specification for a period of 12 months from Acceptance. If the Site does not so perform, the Supplier shall, for no additional charge, promptly ensure that the Site complies with the Site Specification.

###### Limitation of remedies and liability

* + 1. Nothing in this agreement shall operate to exclude or limit either party's liability for:
1. death or personal injury caused by its negligence; or
2. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
3. fraud; or
4. the deliberate default or wilful misconduct of that party, its employees, agents, or subcontractors; or
5. any other liability which cannot be excluded or limited under applicable law.
	* 1. Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
		2. Subject to [clause](#_bookmark100) [9.1](#_bookmark100), each party's aggregate liability in respect of claims based on events in any Contract Year arising out of or in connection with this

agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall not exceed £5 million (Five Million Pounds).

###### Intellectual property rights

* + 1. All Intellectual Property Rights in the Site Specification and the Site (including in the content of the Site and the Site Software) arising in connection with this agreement shall be the property of the Customer, and the Supplier hereby assigns absolutely with full title guarantee all such Intellectual Property Rights to the Customer. The parties shall execute all documents necessary to give effect to this [clause](#_bookmark102) [10.1](#_bookmark102).
		2. The Supplier shall indemnify the Customer against all damages, losses and expenses arising because of any action or claim of infringement of Intellectual Property Rights of a third party.
		3. If any action or claim arises of the types referred to in [clause](#_bookmark103) [10.2](#_bookmark103), the Customer shall:
1. promptly notify the Supplier in writing of the action or claim;
2. make no admissions or settlements without the Supplier's prior written consent;
3. give the Supplier all information and assistance that the Supplier may reasonably require; and
4. allow the Supplier complete control over the litigation and settlement of any action or claim.
	* 1. The Supplier shall not use or re-create the look and feel of the Site or anything substantially similar to it.

###### Site content

* + 1. The Supplier shall grant the Customer access to the Content Management System (CMS) to update information held on the Site.
		2. The Supplier shall include only Materials on the Site. The Customer acknowledges that the Supplier has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Supplier shall remove content from the Site where it reasonably suspects such content infringes any applicable laws, regulations, or third-party rights (such as material, which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third-party Intellectual Property

Rights) (**Inappropriate Content**). The Supplier shall notify the Customer immediately if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.

* + 1. The Supplier shall indemnify the Customer against all damages, losses and expenses arising because of any action or claim that the content of the Site (other than the Materials) constitutes Inappropriate Content.

###### Data protection

* + 1. For the purposes of this Clause 12, the terms Commissioner, controller, data subject, personal data, personal data breach, processor, and processing, shall have the meaning given to them in the UK GDPR.
		2. Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 12 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under Applicable Data Protection Laws.
		3. The parties have determined that, for the purposes of Applicable Data Protection Laws, the Customer shall act as controller in respect of the personal data and processing activities and the Supplier shall process the personal data as a processor on behalf of the Customer.
		4. The Supplier shall promptly comply with any reasonable instructions received from the Customer to display or otherwise make available the Customer's then-current version of its privacy policy via the goods or services provided by the Supplier. Such instructions may include implementing a reasonable process to certify that the data subject has acknowledged its terms.
		5. The Supplier shall, in relation to Customer Personal Data:
1. process that Customer Personal Data only on the documented instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Processor Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. The Supplier shall immediately inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Legislation;
2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and

against its accidental loss, damage, or destruction, including inter alia as appropriate:

* 1. the pseudonymisation and encryption of Customer Personal Data;
	2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
	3. the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and
	4. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security, the Supplier shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored, or otherwise processed.

1. ensure, and procure, that any personnel engaged and authorised by the Supplier to process Customer Personal Data keep the Customer Personal Data confidential;
2. promptly assist the Customer, in responding to any request from a data subject and in ensuring compliance with the Customer's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Supplier shall promptly notify the Customer if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Customer Personal Data;
3. notify the Customer without undue delay (and no later than 24 hours) after becoming aware of a personal data breach and on suspecting the same, the Supplier shall promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for

notification to the Customer under this Clause 12.8(e) and shall provide a copy of this initial assessment along with such notification;

1. at the written direction of the Customer, delete or return to the Customer all Customer Personal Data on termination or expiry of the agreement, and certify to the Customer in writing it has done so, unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data, in which case the Supplier shall promptly notify the Customer, in writing, of what that Applicable Law is and shall only be permitted to process that Customer Personal Data for the specific purpose so-notified, and all other requirements set out in this Clause 12 shall continue to apply to such Customer Personal Data notwithstanding the termination or expiry of this agreement for as long as such Customer Personal Data is processed by the Supplier. For the purposes of this Clause 12.8(f) the obligation to 'delete’ data includes the obligation to delete data from back-up systems as well as live systems; and
2. maintain adequate records, and, on the Customer's request, make available such information as the Customer may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Customer or the Customer's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this Clause 12.
	* 1. The Supplier shall not, without the prior written consent of the Customer (and in any event subject to the Supplier providing the Customer with reasonable evidence that such activity is being undertaking in full compliance with Applicable Data Protection Laws):
3. appoint or replace (or change the terms of the appointment of) any other processor in relation to Customer Personal Data or transfer any Customer Personal Data to the same; or
4. carry out, via itself or via any other processor, any processing of Customer Personal Data, or transfer any Customer Personal Data, outside of the UK,

including processing Customer Personal Data on equipment situated outside of the UK.

12.7 Nothing in this Clause 1 shall operate to limit or exclude the Supplier's liability for:

1. any of its direct statutory obligations under Applicable Data Protection Laws; or
2. any liability imposed under Article 82 of the EU GDPR or Article 82 of the UK GDPR.

###### Security of network and information systems

* + 1. The Supplier warrants that the information in [Schedule 3](#_bookmark138) on the security of its network and information systems is up to date and accurate and that it will update the Customer immediately in the event of any changes to such information.
		2. The Supplier shall notify the Customer immediately if it becomes aware of any Incident and respond without delay to all queries and requests for information from the Customer about any Incident, whether discovered by the Supplier or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under the Cybersecurity Requirements, and that the Customer may be required to comply with statutory or other regulatory timescales.
		3. The Supplier will use its best endeavours to ensure the continuity of the Services at all times, in accordance with the information on business continuity management set out in

[Schedule 3](#_bookmark138), with a view to ensuring the continuity of any services to be provided by the Customer that rely on this Site.

* + 1. The Supplier agrees to co-operate with the Customer in relation to:
1. all aspects of its compliance with the NIS Regulations (if applicable);
2. any request for information, or inspection, made by any regulator (including in connection with the NIS Regulations);
3. any request for information made in respect of any information provided in [Schedule 3](#_bookmark138) or any of the policies referred to in [clause](#_bookmark108) [14.5(a)](#_bookmark108);
4. any Incident.
	* 1. The Supplier shall (and warrants that it shall) at all times:
5. In accordance with Good Industry Practice, implement, operate, maintain and adhere to, appropriate policies to cover the issues specified in [Schedule 3](#_bookmark138), including an incident management process which shall enable the Supplier, as a minimum, to meet its reporting obligations under [clause](#_bookmark107) [14.2](#_bookmark107).
6. Promptly Mitigate against Incidents.
	* 1. The Supplier shall provide copies of the policies referred to in [clause](#_bookmark108) [14.5(a)](#_bookmark108) promptly on request by the Customer.
		2. The Supplier shall indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this agreement, which cause the Customer to breach the Cybersecurity Requirements.

###### Term and termination

* + 1. This agreement shall commence on the Effective Date and shall (subject to earlier termination under [clause](#_bookmark110) [15.2](#_bookmark110)) terminate automatically on the third anniversary of the Effective Date, unless the Customer elects to extend the term of this agreement by a further two years.
		2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
2. the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words 'it is proved to the

satisfaction of the court’ did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply];

1. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
2. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
4. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership, or limited liability partnership);
5. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
6. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
7. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
8. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in [clause](#_bookmark111) [15.2(c)](#_bookmark111) to [clause](#_bookmark112) [15.2(k)](#_bookmark112)(inclusive); or
9. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
10. here is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
	* 1. For the purposes of clause 14.1(b), a **material breach** means:
11. a breach of any of the obligations set out in clauses 10.1, 10.4, and 17;
12. designs failing the required standards at mock up stage following attempts to improve and agree the designs with the Authority and/or a failure to meet the timescales set out in the Project Plan;
13. failure to meet level 2 requirements of the Web Content Accessibility Guidelines (WCAG 2.2 Guidelines);
14. the Supplier’s server is not fit for purpose causing the Website to be vulnerable, hacked or otherwise compromised or fails to fix any vulnerabilities identified through a penetration test within 48 hours of the vulnerability being identified; or
15. a breach that has a serious effect on the benefit the terminating party would otherwise derive from this agreement.
	* 1. On expiry or termination of this agreement:
16. all licences granted to the Supplier under this agreement shall terminate immediately;
17. the Supplier shall promptly return all Materials and all copies of the Site Specification to the Customer and shall provide to the Customer an electronic copy of the Site (including all content on the Site). The Supplier shall provide all such assistance as is reasonably requested by the Customer in transferring the hosting of the Site to the Customer or another service provider, subject to payment of the Supplier's expenses reasonably incurred.
	* 1. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
		2. Termination or expiry of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

###### Change control

Any request to change the scope of the Services shall be processed in accordance with the Change Control Procedure.

###### Force majeure

16.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

###### Confidentiality

* + 1. **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with this agreement, including but not limited to:
1. the terms of this agreement or any agreement entered into in connection with this agreement;
2. any information that would be regarded as confidential by a reasonable businessperson relating to:
	1. the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
	2. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
3. any information developed by the parties in the course of carrying out this agreement.

**Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

* + 1. The provisions of this clause shall not apply to any Confidential Information that:
1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
4. the parties agree in writing is not confidential or may be disclosed; or
5. is developed by or for the receiving party independently of the information disclosed by the disclosing party.
	* 1. Each party shall keep the other party's Confidential Information secret and confidential and shall not:
6. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
7. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this [clause](#_bookmark115) [18](#_bookmark115).
	* 1. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
8. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
9. at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
	* 1. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this [clause](#_bookmark117) [18.5](#_bookmark117), it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
		2. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
		3. On termination or expiry of this agreement, each party shall:
10. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information;
11. erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems

and data storage services provided by third parties (to the extent technically and legally practicable); and

1. certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to [clause](#_bookmark109) [15](#_bookmark109) (Term and Termination).
	* 1. The provisions of this [clause](#_bookmark115) [18](#_bookmark115) shall survive for a period of five years from termination or expiry of this agreement.

###### Audit

The Customer shall have the right to audit the Supplier's compliance with this agreement, including whether appropriate measures have been taken under [clause](#_bookmark105) 13, on giving seven days' written notice to the Supplier. At the Customer's option, this audit may cover documents only or may include onsite audit, subject to the Customer notifying the Supplier of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

###### Notices

* + 1. Any notice given to a party under or in connection with this agreement other than a communication made under **Error! Bookmark not defined.**13.1 (Security of network and information systems) shall be in writing and shall be:
1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
2. sent by email to the following addresses (or an address substituted in writing by the party to be served):
	1. Party 1: [ADDRESS].
	2. Party 2: Head of Communications: Hilary.Makin@newforestnpa.gov.uk
		1. Any notice [other than a communication made under **Error! Bookmark not defined.**13.1 (Security of network and information systems) shall be deemed to have been received:
3. if delivered by hand, at the time the notice is left at the proper address;
4. if sent by pre-paid first-class post or other next working day delivery service, at 9 am on the second Business Day after posting; or
5. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
	* 1. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

###### Publicity

All media releases, public announcements and public disclosures by the Supplier relating to this agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the Customer and approved by the Customer prior to release.

###### Assignment and other dealings

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

###### Entire agreement

* + 1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
		2. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement.
		3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

###### Third party rights

* + 1. This agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
		2. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

###### Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

###### Waiver

* + 1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
		2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

###### Severance

* + 1. If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
		2. If any provision or part-provision of this agreement is deemed deleted under [clause](#_bookmark127) [27.1](#_bookmark127), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

###### Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of England.

###### Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

###### **Schedule 1 Bid Documentation**

The full tenderer bid documentation is to be attached to this Agreement

**Schedule 2 Change control procedure**

1. The Supplier and the Customer shall discuss any change to this agreement (**Change**) proposed by the other and such a discussion shall result in either:
	1. a written request for a Change by the Customer; or
	2. a written recommendation for a Change by the Supplier,

or, if neither the Customer nor the Supplier wishes to submit a request or recommendation, the proposal for the Change will not proceed.

1. Where a written request for a Change is received from the Customer, the Supplier shall, unless otherwise agreed, submit a Change control note (**CCN**) to the Customer within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change, or inform the Customer that the Supplier is not able to comply with such written request for a Change.
2. A written recommendation for a Change by the Supplier shall be submitted as a CCN direct to the Customer at the time of such recommendation.
3. Each CCN shall contain:
	1. the title of the Change;
	2. the originator and the date of the request or recommendation for the Change;
	3. the reason for the Change;
	4. the full details of the Change, including any specifications and user facilities;
	5. the price, if any, of or associated with the Change;
	6. a timetable for implementation, together with any proposals for acceptance of the Change;
	7. the impact, if any, of the Change on other aspects of this agreement, including:
		1. the Charges;
		2. the contractual documentation; and
		3. staff resources;
	8. the date of expiry of validity of the CCN (which shall not be less than 10 Business Days); and
	9. provision for signature of the CCN by the Customer and the Supplier.
4. For each CCN submitted, the Customer shall, within the period of validity of the CCN as set out in [paragraph 4(h)](#_bookmark136) of this [Schedule](#_bookmark135) 2:
	1. allocate a sequential number to the CCN;
	2. evaluate the CCN, and as appropriate either:
		1. request further information; or
		2. approve the CCN; or
		3. notify the Supplier of the rejection of the CCN; and
	3. if approved, arrange for two copies of the approved CCN to be signed for and on behalf of the Customer and the Supplier. The signing of the CCN shall signify acceptance of a Change by both the Customer and the Supplier.
5. Once signed by the Customer and the Supplier in accordance with [paragraph](#_bookmark137) [5](#_bookmark137) of this Schedule [2](#_bookmark135), the Change shall be immediately effective and the Customer and the Supplier shall perform their respective obligations on the basis of the agreed amendment.

###### **Schedule 3 Supplier's network and information systems security**

###### Part 1 Security of systems and facilities

* A description or mapping of the Supplier's information system insofar as it relates to

the Customer and any policies the Supplier has in place for managing information security, including risk analysis, human resources, security of operations, security architecture, secure data, and system life cycle management and, where applicable, encryption and its management.

* Its measures to protect the security of its network and information systems from damage using an all-hazards risk-based approach, addressing for instance system failure, human error, malicious action, or natural phenomena.
* Its measures including any policies to ensure the accessibility and traceability of critical supplies used in the provision of the Services.
* Any measures to ensure that the physical and logical access to network and information systems, including administrative security of network and information systems, is authorised and restricted based on business and security requirements.

###### Part 2 Incident handling

* Its detection processes and procedures for ensuring timely and adequate awareness of anomalous events and details of the ways in which it maintains and tests these processes and procedures.
* Its processes and policies on reporting incidents and identifying weaknesses and vulnerabilities in its information systems.
* Its procedures for assessing the severity of a security incident, documenting knowledge from incident analysis which may serve as evidence and support a continuous improvement process.

###### Part 3 Business continuity management

* Its contingency procedures for ensuring business continuity for the websites its hosts and details of the ways in which it regularly assesses and tests these.
* Its disaster recovery capabilities and details of the ways in which these are regularly assessed and tested.

###### Part 4 Monitoring, auditing, and testing

Its policies and the maintenance of such policies on:

* Conducting planned sequences of observations or measurements to assess whether network and information systems are operating as intended.
* Inspection and verification to check whether a standard or set of guidelines is being followed, records are accurate, and efficiency and effectiveness targets are being met.
* A process (including technical processes and personnel involved in the operation flow) intended to reveal flaws in the security mechanisms of a network and information system that protect data and maintain functionality as intended.

###### Part 5 International standards

Any information or policies on compliance with international standards.

**Declaration & Signatures**

I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not and will not (either personally or by anyone on my/our behalf):

1. Fix or adjust the amount of the tender (or the rate and prices quoted) by agreement with any other person.
2. Communicate to anyone, other than the person calling for this tender, the amount or approximate amount or terms of the proposed tender (except other than in confidence, where essential to obtain professional advice or insurance premium quotations required for the preparation of the tender).
3. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tenders to be submitted.
4. Canvass or solicit any member, officer, or other employee of the Authority in connection with the award of this or any other Authority contract or tender.
5. Offer, give, or agree to give any inducement or reward in respect of this or any other Authority contract or tender.

|  |
| --- |
| Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF SUPPLIER]....................Director |
| Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF CUSTOMER]....................Director |