

**Request for Quotation**

**FEASIBILITY STUDY FOCUSSED ON THE Improvements to**

**IrCHESTER AND SYWELL Country Parks**

Contents

[Section 1: Introduction 3](#_Toc146889404)

[1. General Requirements 3](#_Toc146889405)

[2. Procurement Timetable 6](#_Toc146889406)

[3. Site Visits 7](#_Toc146889407)

[4. Clarification Questions 7](#_Toc146889408)

[5. Quotation Responses 7](#_Toc146889409)

[6. Evaluation of Quotations 8](#_Toc146889410)

[Section 2: Specification 10](#_Toc146889411)

[2. Scope 12](#_Toc146889412)

[3. Statement of Requirements 15](#_Toc146889414)

[4. Implementation Criteria 15](#_Toc146889415)

[5. Performance Monitoring and Review/Project Management 15](#_Toc146889416)

[6. Social Benefits 15](#_Toc146889417)

[7. Data Management / UK General Data Protection Regulation (UK GDPR) 16](#_Toc146889418)

[Appendixes and/or Annexes 17](#_Toc146889419)

[Section 3: Supporting Information 18](#_Toc146889420)

[Section 4: Pricing Sheet 23](#_Toc146889421)

[1. Pricing and Costs 23](#_Toc146889422)

[Section 5: Freedom of Information 24](#_Toc146889423)

[Section 6: Declaration 26](#_Toc146889424)

[Section 7: Due diligence 27](#_Toc146889425)

[Section 8: CONTRACT AWARD 28](#_Toc146889426)

[Appendix 1: Conditions of Contract 29](#_Toc146889427)

**Section 1: Introduction**

## General Requirements

North Northamptonshire Council (hereafter referred to as “The Council”) invites quotations for the preparation of a feasibility study to provide workable plans to protect, develop, and enhance Irchester and Sywell Country Parks, in economically and financially sustainable ways. After reviewing current provision and consulting with staff and stakeholders, the study will provide a baseline position for future options and opportunities. We also seek financial estimates and an evaluation of the funding opportunities available to enable delivery of the options identified in the study.

* 1. The Council’s detailed requirements are defined in Section 2: Specification.
	2. Please take care in reading this document, in particular the Specification. In the event of any questions or queries in relation to this Request for Quotation (RFQ), please contact the Officer detailed in Table B.
	3. The Council reserves the right to:
		1. carry out due diligence checks on the awarded Potential Supplier;
		2. amend the Conditions of Contract included at Appendix 1;
		3. abandon the procurement process at any stage without any liability to the Council; and/or
		4. require the Potential Supplier to clarify its quotation in writing and if the Potential Supplier fails to respond satisfactorily, this may result in the Potential Supplier being rejected from the process.
	4. The Council also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of Quotation Responses or otherwise. In such circumstances, the Council will not reimburse any expenses incurred by any person in the consideration of and/or response to this document. You make all quotations, proposals and submissions relating to this RFQ entirely at your own risk.
	5. All documents and materials, which comprise the RFQ response, must be written in English only.
	6. Quotations are to remain open for acceptance for a period of 90 days from the Deadline for Submission of Bids.
	7. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and locate within the question asked as this will be the single source of information on which responses will be scored and ranked.
	8. **Rights of the Council in Relation to the RFQ**
		1. The Council reserves the right to:
1. Waive or change the requirements of this RFQ at any time during the procurement process without prior (or any) notice being given by the Council;
2. Make changes to the timetable, structure or content of this RFQ or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable;
3. Abandon the procurement process at any stage without any liability to the Council, or to re-invite responses on the same or any alternative basis;
4. Choose not to award any contract as a result of this procurement process; and/or
5. Reject any RFQ Responses that are over budget without further evaluation of the response.
	1. Answer fully all relevant questions and respond in accordance with any specific requests as detailed in the question e.g., maximum word/page limits, etc.
		1. All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count. Potential Suppliers must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text. Potential Suppliers must not attempt to circumnavigate the word limit e.g., by joining up words or using special characters to join words.
		2. Submit any attachments requested in an acceptable format to the Council which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential Suppliers who wish to submit an attachment in an alternative format must first check with the Council that it will be accepted.
		3. When uploading attachments, please state the question number only in the file title.
		4. Submit any zipped files in WinZip format only.

##

## Procurement Timetable

* 1. This RFQ follows a clear, structured, and transparent process to ensure a fair and level playing field is maintained at all times, and that all Potential Suppliers are treated equally.
	2. All documents, which comprise any RFQ Response, must be received by the Council no later than the Deadline for Submission of Bids, set out in Table A, below.
	3. The RFQ process is intended to follow the timetable set out in Table A, below.

**Table A**

| Activity | Time and Date(as applicable) |
| --- | --- |
|  | Request for Quotation Documents issued | Wednesday, 4 October 2023 |
|  | Deadline for Questions from Potential Suppliers | 12:00pm on Monday, 23 October 2023 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Friday, 27 October 2023 |
|  | Start of Site Visit period \* | Wednesday, 18 October 2023 |
|  | End of Site Visit period \* | Friday, 20 October 2023 |
|  | Deadline for Submission of Bids | 12:00pm on Monday, 6 November 2023 |
|  | Evaluation of Bids Received\* | Tuesday, 7 November 2023 |
|  | Clarification Meetings \* | Wednesday, 8 November 2023 |
|  | Contract Award\* | Friday, 10 November 2023 |
|  | Pre-Contact Meeting(s)\* | Tuesday, 21 November 2023 |
|  | Contract Start\* | Monday, 4 December 2023 |
|  | Contract End  | Sunday, 31 March 2024 |

* 1. The Council reserves the right to amend this timetable, and items marked with an asterisk, i.e. \*, are provided for **guidance only** and are **subject to change** at short notice.
	2. Any RFQ received after the Deadline for Submission of Bids identified in Table A, may be rejected. Therefore, it is the Potential Supplier’s responsibility to ensure that the deadline is not breached.

## Site Visits

* 1. Site visits will be necessary between the 18th and 20th October to ensure accuracy in the assessment of open space sites, and to ensure a depth and understanding before completing the feasibility study. An officer of the Council will be available to input into, advise and update on the Council current position with both Irchester and Sywell Country Park.

## Clarification Questions

* 1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred via the e-mail to the Officer detailed in Table B, below, no later than the Deadline for Questions from Potential Suppliers date found in Table A.
	2. A copy of all requests for clarifications and the responses will be published to all potential suppliers, where the clarification and response are not considered confidential.
	3. If a potential supplier wishes the Council to treat a clarification as confidential and therefore not publish the response to all, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not confidential, the Council will publish in an anonymised format.
	4. The deadline for receipt of clarifications relating to this procurement is set out in the procurement timetable. Clarifications sent to the Council after this deadline may not be responded to.

**Table B**

|  |  |
| --- | --- |
| Name | Rebecca Jenkins |
| Job Title | Parks and Woodland Manager |
| Telephone number | 07967 308287 |
| E-Mail address | Rebecca.jenkins@northnorthants.gov.uk |

## Quotation Responses

* 1. Should you wish to take part in the selection process please complete this RFQ and return via email to the Officer detailed in Table C, below, no later than the Deadline for Submission of Bids date in Table A.

**Table C**

|  |  |
| --- | --- |
| Name | Rebecca Jenkins |
| Job Title | Parks and Woodland Manager |
| Telephone number | 07967 308287 |
| E-Mail address | Rebecca.jenkins@northnorthants.gov.uk |

## Evaluation of Quotations

**Evaluation Method 3: Weighted Combination of Quality and Price**

As this project has a set maximum budget of **£50,000** (exclusive of VAT) offers will be evaluated for its match with our specification and the aims of the project, by a panel of staff on a weighted combination of quality and price as outlined in Table **E**. Any bids not compliant or completed fully will be discarded.

**Quality Questions at 70% + Pricing at 30% = 100%**

Total sum of (question score × weighting of question)

= Potential Provider Quality Score

(Potential Provider Quality Score ÷ Max Quality Score Available) × “X*”*

= Potential Provider Quality %

1. **Quality Questions (Part 3 Section B)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid**  | **Potential Provider Quality Score**  | **Max Quality Score Available**  | **Score %** **(If “X” = 70)**  |
| Bid 1  | 50  | 100  | 35 |
| Bid 2  | 75  | 100  | 52.5 |
| Bid 3  | 100  | 100  | 70 |

All responses to the Quality Questions will be assessed against the criteria set out in the Table **D** below.

Table **D**

|  |  |
| --- | --- |
| **SCORE** | **CRITERIA FOR AWARDING SCORE** |
| 0 | Considered to be a POOR response on the basis that: No response is provided; or It does not answer the question or is completely irrelevant. |
| 1 | Considered to be a LIMITED response on the basis that: Overall, it lacks sufficient detail or is perceived to be unclear, meaning that evaluators are not confident that the criteria will be delivered to an acceptable level |
| 2 | Considered to be an ACCEPTABLE response on the basis that: It addresses most of the relevant criteria; and/or The supporting detail is clear for the most part and provides evaluators with an understanding that the criteria it does address will be met to an acceptable level. |
| 3 | Considered to be a GOOD response on the basis that: It addresses all relevant criteria; and/or The supporting detail is clear and provides evaluators with confidence that the criteria will be delivered to a good standard. |
| 4 | Considered to be an OUTSTANDING response on the basis that: It addresses all relevant criteria; and/or The supporting detail is clear and robust and provides evaluators with the utmost confidence that all criteria will be delivered to the highest standard. |

1. **Pricing (Part 4)**

Pricing % will be calculated as follows:

The bid with the lowest overall price will receive a full score of Y%

The following calculation will be applied to the other bids:

Score = Y – ((Price - Lowest Price) / Lowest Price x 100) x (Y/100))

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid**  | **Lowest Compliant Bid Price (£)**  | **Potential Providers Price (£)**  | **Score %** **(If “Y “= 30)**  |
| Bid 1  | £40,000  | £40,000  | 30  |
| Bid 2  | £40,000  | £45,000  | 26.25 |
| Bid 3  | £40,000  | £50,000  | 22.5 |

**TOTAL SCORE EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid**  | **Quality Score (%)**  | **Price Score (%)**  | **Total (%)**  |
| Bid 1  | 35 | 30 | 65 |
| Bid 2  | 52.5 | 26.25 | 78.75 |
| Bid 3  | 70 | 22.5 | 92.5 |

5.3 Your submission should describe how you propose to deliver the services described in the specification in Section 2.  Weighting and word counts are indicated where applicable in Section 3, this is summarised below:

|  |  |  |
| --- | --- | --- |
| **Question**  | **Requirement**  | **Total Weighting**  |
|  6  | Understanding the project requirements  | 20%  |
| 7 | Experience of delivering similar feasibility studies  | 20%  |
| 8 | Relevant experience and capabilities, staff and resources  | 20%  |
| 9 | Project plan  | 10%  |
| **Sub-total – quality questions**  | **70%**  |
|   | Price  | 30%  |
| **Total**  | **100%**  |

# Section 2: Specification

The Council has budgeted up to a maximum of **£50,000** (exclusive of VAT) for a comprehensive feasibility study to provide workable plans to protect, develop, and enhance Irchester and Sywell Country Parks, in environmentally and financially sustainable ways.

After reviewing current provision and consulting with staff, volunteers, on-site business owners/tenants, and key members, the study will provide a baseline position for future options and opportunities.

1. **Introduction and Background**

North Northamptonshire Council is a Unitary Council in the East Midlands serving a population of more than 350,000 people, across the principal towns of Kettering, Corby, Wellingborough, Rushden, Raunds, Desborough, Rothwell, Irthlingborough, Thrapston and Oundle.

The Council adopted a corporate plan in 2021, with a vision for North Northamptonshire as ‘a place where everyone has the best opportunities and quality of life. The plan outlines six key commitments:

1. Active, fulfilled lives: We will help people live healthier, more active, independent and fulfilled lives.
2. Better, brighter futures: We will care for our young people, providing them with a high-quality education and opportunities to help them flourish.
3. Safe and thriving places: We will enable a thriving and successful economy that shapes great places to live, learn, work and visit.
4. Green, sustainable environment: We will take a lead on improving the green environment, making the area more sustainable for generations to come.
5. Connected communities: We will ensure our communities are connected with one another, so they are able to shape their lives and the areas where they live.
6. Modern public services: We will provide efficient, effective, and affordable services that make a real difference to all our local communities.

North Northamptonshire’s five country parks receive over 1.5 million visits each year making them high profile visitor destinations in the county. The Council has been successful in securing grant funding from the Government’s UK Shared Prosperity Fund (UKSPF) some of which has been allocated for undertaking a feasibility study for both Irchester and Sywell Country Parks. The recommendations from the feasibility study will be used to provide options appraisals to secure future investment in projects which should be designed to improve the existing facilities and assets, improve the overall visitor experience, accessibility, and the environmental and financial sustainability of the parks.

Irchester Country Park opened in 1971 and is one of the oldest country parks in England. Much of the visitor infrastructure – toilets, stores, work areas, car parking/access layouts, and utilities date back to this era - added to over the years through a variety of permanent and temporary structures, facilities, and accommodation. The park is an extremely popular visitor attraction receiving around 690,000 visits per year. It was a former ironstone quarry and has been developed to provide 200 acres of woodland, with waymarked interpretation trails, multiple children’s play areas a small, leased café, a high rope adventure course and an ironstone railway museum. The park is open all day every day with free admission but pay and display parking charges apply. The car parks, externally operated café and toilets have separate opening times. The park is managed by a small team of staff and volunteers.

Sywell Country Park has been developed from an Edwardian period water supply reservoir that closed in 1976. Opening as a country park in 1981, it is another extremely well used country park receiving an estimated 640,000 visits annually. Visitors benefit from several walking trails including a 2.5mile walk around the reservoir as well as an externally operated café, a visitor centre, multiple children’s play areas, nature watching hides, day/season ticket coarse fishing and open water swimming sessions delivered through Northamptonshire Sport (open water swimming is not permitted at other times). The park operates the same car parking charges as Irchester, however, lacks sufficient car parking to cope with peak times and people are often turned away in the summer when parking is at full capacity. In addition, overflow parking is difficult when grass meadows are wet. This park is also managed by a small team of staff and has a thriving and constituted volunteer charity group who support with gaining small external funding pots.

In 2022-23, Irchester and Sywell Country Parks together attracted over 1.3m visits. The Council has managed these important sites with great care, with the emphasis on both the quality of service to its customers and creating inspiring places for people to experience, enjoy and learn.

Each park has its own unique heritage, landscape and habitats and subsequently unique visitor experiences. They are integral parts of the local community: Whether through volunteering, Friends of, or other advisory groups, people participate in the management of their park. Over the last year, people have been giving their time to help in record numbers, amounting to approximately 2,000 days across both parks - just one way in which the parks make a direct contribution to the health and social cohesion of the local community they directly serve. The health benefits of exercising in the outdoors are well known and the parks are ideal venues to tap into people’s desire to stay healthy, in both mind and body. Accommodating volunteer engagement will remain an important role of country parks.

Our Country Parks and Woodlands team has a common desire to provide high quality services and to increase income to secure the financial future of the parks. Over the years the team has increased efficiency and reduced expenditure to the extent that the parks’ net operating costs have been greatly reduced. However, the point has now been reached where the returns for these efforts are diminishing with the parks now needing investment for long term sustainability. Most of the income for both Parks is generated from car parking and business rentals. The annual car parking income for 2022-23 for both parks was approximately £360k. Business income in 2021 amounted to £87k, however one of the businesses, an adventure rope course in Irchester is in danger of closure due to Ash Dieback so there is a desire to future proof against this loss and find other viable income streams.

The parks are at a crossroads. The ageing infrastructure and current financial context presents a unique challenge. Our parks could continue to be subsidised, using increasingly limited resources, to maintain their current offer but, over time, will risk losing their relevance and appeal. Alternatively, this context could be seen as exactly the right time to reposition the Parks for the future and to make another, once in a generation decision to excite people and make them proud of their country parks. It is time to position them to meet the demands, challenges, and opportunities of a modern generation so that they can thrive and be environmentally and financially sustainable. By building upon such a strong legacy and by harnessing the passionate support of the public, the country parks can be transformed so that they add that important extra quality to people’s lives and continue to inspire. Each park needs a major financial injection to revitalise what it can offer, to become dynamic, year-round, all-weather, destinations with wide public appeal that are operated in an environmentally and financially sustainable way.

We feel this is therefore an opportune time to conduct a comprehensive feasibility study which will provide supporting evidence to attract the necessary investment required. We particularly aim for the parks to provide a unique experience that connects to and celebrates their individual heritage, landscape, and wildlife. We wish to ensure the park infrastructure can meet the challenges of the future, including population growth, climate change and the need to be as financially self-sustaining as possible. We welcome creative ideas, big and small, that will help us achieve this and help build the sense of place that make the parks places that people want to visit time and time again.

 The following aspects will need to be addressed in the study:

## Scope

The specific outputs of the Project to be provided by the Consultant are to include, but not be limited to:

* **Review current provision**

To review the current provision, current performance data, and visitor information as well as consulting staff, volunteers, and on-site business owners/tenants, undertaking market analysis, demographic analysis and drawing upon any successful National case studies.

We would expect a ‘long list’ of improvement options to be presented for evaluation by the project management team prior to agreeing a list of short, medium, and long-term proposals that will then be worked up for each park and which will include visual designs and cost estimates etc.

* **To identify and evaluate options for sustaining and enhancing the quality of experience for visitors**

These could include improvements to cafés, visitor hub landscape, current play provision, including providing options to mitigate against the loss of existing businesses on both sites. In ways compatible with the current use and function of the country parks, and that enhance the landscape and heritage, meet carbon reduction, energy efficiency, accessibility standards, and financial and environmental sustainability.

To undertake an audit of visitor infrastructure and facilities, evaluating their fitness to sustain current visitor use including:

* Toilets
* Cafes
* Visitor welcome
* Paths and landscaping

The audit will identify key strengths, weaknesses, and opportunities.

* **To identify options for sustaining current use and increasing visitor use and hence the financial sustainability of the parks**

Specifically, this should address the following:

Maximising car parking capacity, including landscaping options for additional car parking in the peak and off-peak months. These will include solutions both within the current footprint of the car parking areas as well as through expanding car parking in ways likely to satisfy planning constraints. At Sywell Country Park this will include an indicative scheme for expanding parking through the purchase of adjoining land – land purchase for parking is not required at Irchester. Historical information relating to this proposal will be provided by the team.

We would expect the study to identify any likely issues relating to the existing infrastructure to accommodate any growth in visitor numbers. The council will provide Information and plans on the basic utility services for each park, including, water supply, foul and surface drainage and electricity to the successful Contractor.

* **Identify options for sustaining suitable workplaces for park staff and volunteers**

Specifically, this should address the following:

Evaluating the current provision for staff accommodation, welfare facilities and the workshop spaces at Irchester Country Park, in the light of current legislation.

To provide design visuals, on new fit for purpose options

To provide financial estimates for each option on likely capital cost and revenue maintenance/operational costs of the proposals to allow a reasonable comparison with current operating costs and revenue income.

* **Providing high quality feasibility information suitable for use by the council in seeking funding to deliver the projects**

The feasibility work must provide the council with the relevant information to enable submission of high-quality grant bids to both internal and external funding sources such as internal capital boards and public health boards etc, the National Lottery, Section 106 etc.

Suggestions on funding sources relevant to the specific improvements identified would be welcome

**Constraints**

The Country Parks are well established facilities serving local needs. We are not looking to change the fundamental purpose of the parks.

We do not require an analysis of new recreational opportunities or income generation initiatives.

All areas outside of buildings and main parking areas will be classified as Wildlife Sites and would therefore be a consideration for Planners regarding any developments requiring planning consent.

We require development options that do not detract from, and if possible, enhance the biodiversity value of the park.

**Relevant National and local strategies, plans and programmes:**

* [North Northamptonshire Corporate Plan 2021 – 2025](https://www.northnorthants.gov.uk/corporate-plan) (2023)
* [Northamptonshire Sport – Lets Move Together](https://www.northamptonshiresport.org/) (website on local sport and physical activity approaches)
* [Green Infrastructure Framework: Principles and Standards for England](https://designatedsites.naturalengland.org.uk/GreenInfrastructure/Home.aspx) (Natural England 2023)
* [Putting Health into Place](https://www.england.nhs.uk/publication/putting-health-into-place/) (NHS 2019)

**Relevant Planning Policy Docs:**

* [National Planning Policy Framework](https://www.gov.uk/government/publications/national-planning-policy-framework--2) (2021)
* [National Planning Practice Guidance](https://www.gov.uk/government/collections/planning-practice-guidance) (live website)
* [North Northamptonshire Joint Core Strategy 2011 – 2031](https://www.nnjpdu.org.uk/publications/adopted-north-northamptonshire-joint-core-strategy-2011-2031/) (2016)
* [North Northamptonshire Infrastructure Delivery Plan](https://www.nnjpdu.org.uk/publications/north-northamptonshire-infrastructure-delivery-plan/) (2017)

**Technical studies:**

* [North Northamptonshire Green Infrastructure Delivery Plan](https://www.nnjpdu.org.uk/publications/north-northamptonshire-green-infrastructure-delivery-plan-may-2014/) (2014)

**Relevant Council policies:**

* [Carbon Management Plan](https://www.northnorthants.gov.uk/climate/carbon-management-plan)
* [Pollinator Strategy](https://www.northnorthants.gov.uk/environment/pollinator-strategy)
* [Tree care policy](https://www.northnorthants.gov.uk/environment/tree-management-and-care-policy)

## Statement of Requirements

The preparation of one Feasibility Study for both Irchester and Sywell Country Parks which meets the outlined scope and specification. The proposals for each park should be clearly distinguished and kept separate.

We require regular bi-weekly meetings including the project team and key NNC staff to enable a regular discussion of ideas. The meetings may take place either online or in person depending on the stage of the report.

A draft report should be presented to staff by the end of February.

The Feasibility Study will need to be fully completed by **March 31st 2024**.

## Implementation Criteria

* The project management Gantt chart will be agreed with the winning bidder by December 2023 to include bi-weekly meetings with key NNC staff members
* An initial sense check of the long list of ideas to agree areas for development under the brief
* The first draft report will be presented to NNC by February 2024
* The final report will be completed by March 31st 2024.

## Performance Monitoring and Review/Project Management

The commission will be managed by the Project Manager detailed at section 1.

Governance will be provided by the Council’s UK Shared Prosperity Fund Panel, which consists of a small group of three Council Executive Members.

## Social Benefits

The investment is intended to deliver the list of objectives detailed below:

* To develop a feasibility study which will improve access to, and enjoyment of, two country parks, create attractive places for people to meet and enjoy the environment, and strengthen and link communities and their open spaces.
* To increase income generating opportunities for both parks securing future sustainability
* To help address health inequalities, deprivation, and support resilient communities through investment in developing both country parks and delivering a number of priority projects from within it.
* To attract additional funding to this project area.
* To protect and enhance the ecosystem services provided by the parks which contribute towards a healthy community and a sustainable future.

## Data Management / UK General Data Protection Regulation (UK GDPR)

As a data controller, we are committed to upholding the principles of UK GDPR and the Data Protection Act 2018 (UK Data Protection Legislation) to ensure:

* that any processing is lawful, fair, transparent and necessary for a specific purpose;
* that data is kept accurate, up to date and removed when no longer necessary;
* that data is kept securely and safely; and
* transparency regarding use of personal (including special category) data.

The data controller has overall control of the personal data that it holds. The data controller is responsible for ensuring that its data processors are competent to process personal data in line with UK GDPR requirements. Under Article 28(1) data controllers are only permitted to use data processors that can provide “sufficient guarantees” to implement appropriate technical and organisational measures, to ensure the processing complies with the UK GDPR and protects the rights of individuals.

There have been no data protection implications identified for the initial provision of this service.

If, at any stage following the commencement of services the supplier requires access to personal data held by the data controller; the data controller will ensure that the appropriate provisions are put in place and documented, to allow the processing to be undertaken in accordance with UK Data Protection Legislation.

In this event, in accordance with Article 28 UK GDPR, the supplier as a ‘data processor’ must adhere to the following provisions:

* 28 (3)(a) only process personal data in line with the data controller’s documented instructions (including when making an international transfer of personal data) unless it is required to do otherwise by UK law.
* 28(3)(b) the data processor and its personnel must obtain a commitment of confidentiality from anyone it allows to process the personal data, unless that person is already under such a duty by statute.
* 28(3)(c) the data processor is obligated to take all security measures necessary to meet the requirements of Article 32 on the security of processing.
* 28(3)(d) the data processor should not engage another processor (a sub-processor) without the controller’s prior specific or general written authorisation. Where authorisation is received, the sub-processor must offer an equivalent level of protection for the personal data.
* 28(3)(e) the data processor must take “appropriate technical and organisational measures” to help the data controller respond to requests from individuals to exercise their data rights.
* 28(3)(f) considering the nature of the processing and the information available, the data processor must assist the data controller in meeting its obligations to investigate and report data breaches to the ICO and data subjects, where applicable.
* 28(3)(g) upon termination of services, the data processor must delete existing copies of the personal data and confirm in writing to the data controller that it has done so, unless UK law requires it to be stored. Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32.
* 28(3)(h) the data processor must provide the data controller with all the information that is needed to show that the obligations of Article 28 have been met; and allow for, and contribute to, audits and inspections carried out by the data controller, or by an auditor appointed by the data controller.

The Potential Supplier shall comply with any further written instructions with respect to processing by the Council.

* + Any such further instructions shall be incorporated into the [Data Protection Schedule](https://nnugov.sharepoint.com/%3Aw%3A/r/sites/NNC-InfoGov/_layouts/15/Doc.aspx?sourcedoc=%7BED262AA3-E156-40EE-B1A5-C27ED03FA974%7D&file=NNC%20Data%20Processing%20Schedule.docx&action=default&mobileredirect=true). Please note that it may not be possible to complete all sections until the contract has been awarded. In this event please write TBC. There may also be sections that are not applicable. In this event please include N/A.
	+ Once complete please send to the Information Governance Team (IG) team at dpo@northnorthants.gov.uk for review, before submitting.

## Appendixes and/or Annexes

| **No.** | **Document Name** | **Document Location** |
| --- | --- | --- |
|  | Conditions of Contract | Appendix 1 |
|  | Pricing Schedule | Appendix 2 |
|  | Irchester Country Park Map | Appendix 3 |
|  | Sywell Country Park Map | Appendix 4 |

# Section 3: Supporting Information

1. Please complete Section 3 below.

| **General Information** |
| --- |
| **Question 1:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 1.1. (a) | Full name of the Potential Supplier completing Information | Click to enter text. |
| 1.1. (b) (i) | Registered office address | Click to enter text. |
| 1.1 (b) (ii) | Registered website address | Click to enter text. |
| 1.1. (c) (i) | Trading Status | Choose an item. |
| 1.1. (c) (ii) | \*If you selected ‘**Other\***’, please specify | Click to enter text. |
| 1.1 (d) | Date of registration in country of origin | Click to enter date. |
| 1.1. (e) | Company registration number | Click to enter text. |
| 1.1. (f) | Charity registration number | Click to enter text. |
| 1.1 (g) | Head Officer DUNS number | Click to enter text. |
| 1.1 (h) | Registered VAT number | Click to enter text. |
| 1.1 (i) | Trading name(s) that will be used if successful in this procurement. | Click to enter text. |
| 1.1. (j) | Are you a Small, Medium or Micro Enterprise (SME)? | Choose an item. |
| 1.1 (k) | If applicable, details of immediate parent company | Click to enter text. |
| 1.1 (l) | If applicable, details of ultimate parent company | Click to enter text. |

**Please Note:** To avoid any unnecessary duplication for the Potential Supplier, by signing the Declaration at Question 2, you are also signing to confirm the following, as included in this RFQ Response, and all associated subsections therein contained:

1. Section 5: Freedom of Information; and
2. Section 6: Declaration.

| **Contact Details and Declaration** |
| --- |
| **Question 2:** | **Scoring Methodology:** | Question Answered? Yes/No |
| *Potential Supplier contact details for enquiries about this RFQ Response* |
| 2.1. (a) | Contact name | Click to enter text. |
| 2.1. (b) | Name of organisation | Click to enter text. |
| 2.1. (c) | Role in organisation | Click to enter text. |
| 2.1. (d) | Phone number | Click to enter text. |
| 2.1. (e) | E-mail address | Click to enter text. |
| 2.1. (f) | Postal address*including postcode* | Click to enter text. |
| 2.1. (g) | Signature*electronic is acceptable* | Click to enter text. |
| 2.1. (h) | Date | Click to enter date. |

| **Insurance** |
| --- |
| **Question 3:** | **Scoring Methodology:** | Pass/Fail | Potential Suppliers who answer ‘No’ to any of the levels below will be eliminated from this procurement process. |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract? The levels of insurance cover are indicated below.*  |
| 3.1. | Employer’s (Compulsory) Liability Insurance at no less than £5M*It is a legal requirement that all Potential Suppliers hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | Choose an item. |
| 3.2. | Public Liability Insurance at no less than £5M | Choose an item. |
| 3.3. | Professional Indemnity Insurance at no less than £5M | Choose an item. |

| **Requirements under Modern Slavery Act 2015** |
| --- |
| **Question 4:** | **Scoring Methodology:** | Pass/Fail | Potential Suppliers who answer ‘No’ will be eliminated from this procurement process. |
| 4.1. (a) | The Council wants to ensure that within your business and its supply chain, there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view that a person is being exploited or conducting any activities that contain violation of human rights.Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015? | Choose an item. |

| **Social Value** |
| --- |
| **Question 5:** | **Scoring Methodology:** | Pass/Fail |  |  |
| 6.1. | Having read the specification what community benefits, will your organisation provide as part of your proposal? Examples include but not be limited to:* Sub-contracting locally;
* Improvements to the area covered by North Northamptonshire; and/or
* Use of apprenticeships.
 |
| **Answer:** |
| Click to enter text. |

| **Understanding of the Project Requirements & Approach** |
| --- |
| **Question 6:** | **Scoring Methodology:** | 20% | **Word Limit:** | 2,000 words |
| Please set out your understanding of the project requirements and outline your overall approach for delivering the project on time by March 31st 2024 |
| **Answer:** |
|  |
| Problem Solving | Enter no. |

| **Experience Of Delivering Similar Projects** |
| --- |
| **Question 7:** | **Scoring Methodology:** | 20% | **Word Limit:** | 1,000 words |
| Please demonstrate your experience of delivering similar projects |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Team Skills And Experience** |
| --- |
| **Question 8:** | **Scoring Methodology:** | 20% | **Word Limit:** | 1,000 words |
| Please provide details of the key personnel, who will be managing and providing this contract. Please include their relevant skills, qualifications and experience including CV’s and certificates. (CVs are not included in the word count, but each CV should be no more than 4 pages).   |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Plan** |
| --- |
| **Question 9:** | **Scoring Methodology:** | 10% | **Word Limit:** | 500 words |
| Please provide a comprehensive project management plan: this should include project management of reporting requirements, meetings and sign-off |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

# Section 4: Pricing Sheet

## Pricing and Costs

* 1. A Potential Supplier’s RFQ Response will be rejected if it exceeds the capped budget for this procurement exercise, which is **£50,000**
	2. Please complete the Pricing Schedule at Appendix 2, attached, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.

* 1. All prices quoted must exclude VAT.
	2. Should you be successful, your fixed cost for the contract must be included in your RFQ Response and any costs which are not included will not be met by the Council either before or during the contract.
	3. Where the Council considers a price to be abnormally low, it may seek clarification and/or an explanation from the Potential Supplier, and the Council may reject any RFQ Response, at its absolute discretion, if it appears to be unreliable.
	4. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score. All other RFQ responses will be scored in accordance with the following calculation:

$$=Price Weighting-\left(\frac{Your submitted price-lowest submitted price}{Your submitted price}\right)x 100$$

* + 1. An example is provided in Table **E**, below. This example is based on a 100% price weighting, where the lowest complaint price is £100,000.

**Table E**

| **Potential Supplier No.** | **Potential Supplier Price Offer** | **Price Calculation** | **Price Score** | **Rank** |
| --- | --- | --- | --- | --- |
| Potential Supplier 1 | £100,000.00 | =100%(lowest compliant price) | 100 | 1 |
| Potential Supplier 2 | £125,000.00 | =100-((125,000-100,000)/125,000)\*100 | 75 | 2 |
| Potential Supplier 3 | £150,000.00 | =100-((150,000-100,000)/150,000)\*100 | 50 | 3 |
|  | **Sub-Total** | **£Click to enter text.** |

#

# Section 5: Freedom of Information

1. Information in relation to this RFQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed and/or published where the expenditure is over £500, as per the Government Transparency agenda.
2. Potential Suppliers must state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under The Act. Potential Suppliers must state why they consider the information to be confidential or commercially sensitive.
3. Note that inclusion below will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in The Act. Note that the Declaration for this Section has been completed and signed at Section 3, Question 2.1 (g) of this document.

| **Information/Document** | **Reference/Page No.** | **Reasons for Non-Disclosure** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |

# Section 6: Declaration

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
	1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
	2. to the best of my knowledge, the information provided is complete and accurate;
	3. the price in Section 4 is our best offer;
	4. no collusion with other organisations has taken place in order to fix the price;
	5. that there is no conflict of interest in relation to the Council’s requirement;
	6. the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix 1;
	7. that no goods, supplies, services and/or works will be delivered or undertaken until both parties have executed the formal contract documentation as identified at Appendix 1 and an instruction to proceed has been given by the Council in writing; and
	8. I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

# Section 7: Due diligence

* 1. The Council will undertake its due diligence in advance of any contract award.
	2. The preferred Potential Supplier(s) will not be awarded the Contract until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before a contract can be awarded. The Council reserves the right to disqualify any Quotation Response which is incomplete.
	3. Due diligence may include credit checks in relation to the preferred Potential Supplier(s) (including each member of any consortium and of any key sub-contractor). This is important to the Council to ensure that any organisation who wishes to enter into a contract with the Council will be in a position to provide the goods, services and/or works on an ongoing basis as agreed within any contract. The Council works with external credit agencies to provide these financial checks.
	4. The Council reserves the right to reject a Potential Supplier from the procurement process, where any findings from the Council’s due diligence reveal a serious concern or risk for the Council that cannot be remedied in a reasonable amount of time before award. Potential Suppliers are strongly encouraged to check and manage their financial score within the industry.
	5. The Council reserves the right to revisit any selection criteria questions at any time before award stage, where the Council believes there is a risk that selection responses might have changed. The Council reserves the right to disqualify any Potential Supplier who no longer meets the selection criteria if it originally led to them continuing in the procurement process.

# Section 8: CONTRACT AWARD

1. The Council will notify all Potential Suppliers of its intention to award a contract.

1. This will include details of the:
	* 1. Award criteria scores;
		2. Name of the successful provider(s).
2. The following documents shall form part of the contract between the Council and the successful provider(s):
	* 1. Specification;
		2. Terms and Conditions plus related Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies, etc.);
		3. A pricing schedule (as completed by the Potential Supplier);
		4. Responses to requirements; and
		5. A list of commercially sensitive information.

## Appendix 1 Conditions of Contract

Consultancy Agreement

between

NORTH NORTHAMPTONSHIRE COUNCIL

and

[NAME]

CONTENTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLAUSE

[1. Interpretation 3](#_Toc256000000)

[2. Term of engagement 6](#_Toc256000001)

[3. Duties and obligations 6](#_Toc256000002)

[4. Fees 11](#_Toc256000003)

[5. NOT USED 12](#_Toc256000004)

[6. Other activities 12](#_Toc256000005)

[7. Confidential information and Client property 13](#_Toc256000006)

[8. Data protection 14](#_Toc256000007)

[9. Intellectual property 16](#_Toc256000008)

[10. Insurance and liability 18](#_Toc256000009)

[11. Termination 19](#_Toc256000010)

[12. Obligations on termination 20](#_Toc256000011)

[13. Status 21](#_Toc256000012)

[14. Notices 22](#_Toc256000013)

[15. Entire agreement 23](#_Toc256000014)

[16. Variation 23](#_Toc256000015)

[17. Counterparts 23](#_Toc256000016)

[18. Third party rights 23](#_Toc256000017)

[19. Governing law 24](#_Toc256000018)

[20. Jurisdiction 24](#_Toc256000019)

SCHEDULE

[Schedule 1 Services 25](#_Toc256000020)

[Schedule 2 Consultant Response 26](#_Toc256000021)

**THIS AGREEMENT** is dated [DATE].

Parties

1. **NORTH NORTHAMPTONSHIRE COUNCIL** of Sheerness House, 41 Meadow Road, Kettering NN16 8TL (Council)
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Consultant)

**BACKGROUND:**

1. The Council has advertised for providers of the Services (as defined in Clause 1.1 (Definitions) below) and following a request for quotation process and the Consultant’s Tender Response at Schedule 2, has selected the Consultant to provide the Services to the Council.

1. In reliance upon the skill, knowledge and experience the Consultant has, the Council wishes to appoint the Consultant to provide the Services.

1. The Consultant agrees to accept the Engagement.

Agreed terms

1. Interpretation
	1. The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).
2. Business of the Council: local government authority.
3. Business Opportunities: any opportunities which the Consultant or the Individual becomes aware of during the Engagement which relate to the Business of the Council’s corporate plan to preserve and protect the local environment and which might benefit the Council.
4. Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
5. Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
6. Council Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Council or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant or the Individual's use by the Council during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant or the Individual on the computer systems or other electronic equipment of the Council, the Consultant or the Individual during the Engagement.
7. Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the Business of the Council or any of its suppliers, customers, clients, agents, management or business contacts, and including (but not limited to) information that the Consultant or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.
8. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder)or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
9. Deemed Employment: an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.
10. Deliverables: any outputs of the Services and any other documents or materials provided by the Consultant to the Council as specified in Schedule 1 or in relation to the Services (excluding the Consultant's equipment).
11. **End Date:** 23:59hrs on 31st March 2024.
12. Engagement: the engagement of the Consultant by the Council on the terms of this agreement**.**
13. Individual: [NAME]
14. Insurance Policies: employer's liability insurance cover, professional indemnity insurance cover, and public liability insurance cover.
15. 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.
16. Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
17. Off-payroll Working rules: the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.
18. Services: the services described in the Schedule 1.
19. Start Date: 4th December 2023.
20. Substitute: a substitute for the Individual appointed under the terms of this agreement.
21. Termination Date: the date of termination of this agreement, howsoever arising.
22. Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company or the Individual in connection with the provision of the Services.
	1. The headings in this agreement are inserted for convenience only and shall not affect its construction.
	2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
	3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
	4. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
	5. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 [and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.
23. Term of engagement
	1. The Council shall engage the Consultant and the Consultant shall make available to the Council the Individual to provide the Services on the terms of this agreement.
	2. The Engagement shall start on the Start Date and shall end on the End Date unless terminated:
		1. as provided by the terms of this agreement; or
		2. by either party giving to the other not less than thirty (30) days prior written notice.
24. Duties and obligations
	1. During the Engagement the Consultant shall, and (where appropriate) shall procure that the Individual shall:
		1. provide the Services, including the Deliverables, with all due care, skill and ability and use its or their best endeavours to promote the interests of the Council;
		2. unless the Individual is prevented by ill health, injury and/or accident they must carry out the Services together with such additional time if any as may be necessary for their proper performance of this Engagementand ensure that the Deliverables conform in all respects with, and are achieved by any deadlines specified in, Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Consultant by the Council; and
		3. promptly give to the Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables, or the Business of the Council or any Group Company.
	2. If the Individual is unable to provide the Services due to illness, injury and/or accident, the Consultant shall promptly and in any event within one (1) Business Day advise the Council of that fact. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided [or if Services are provided to an inadequate standard, or where the Services are provided to an inadequate standard the Services are provided to.
	3. The Consultant may, with the prior written approval of the Council and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the Council, including with regard to confidentiality. If the Council accepts the Substitute, the Consultant shall continue to invoice the Council in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
	4. If a Substitute is appointed;
		* 1. the provisions relating to sub-processor obligations in clause 8 will apply to the Substitute; and
			2. and references in this agreement to the Individual shall include references to the Substitute.
	5. The Consultant shall use its reasonable endeavours to ensure that the Individual is available on reasonable notice to provide such assistance or information as the Council may require.
	6. Unless it or they have been specifically authorised to do so by the Council in advance and in writing:
		1. neither the Consultant nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Council; and
		2. the Consultant shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Council.
	7. The Consultant shall, and shall procure that the Individual shall, comply with all reasonable standards of health and safety and comply with the Council’s health and safety procedures from time to time in force at any of the Council's premises at which the Services are provided and report to the Council any unsafe working conditions or practices.
	8. The Consultant shall procure that the Individual shall comply with the Council's policies on, inter alia, social media, use of information and communication systems, anti-harassment and bullying, no smoking, substance misuse and equal opportunities.
	9. The Consultant undertakes to the Council that during the Engagement it shall, and shall procure that the Individual shall, take all reasonable steps to offer (or cause to be offered) to the Council any Business Opportunities as soon as practicable after the same shall have come to its or their knowledge and, in any event, before the same shall have been offered by the Consultant or the Individual (or caused by the Consultant or the Individual to be offered) to any other party provided that nothing in this clause shall require the Consultant or the Individual to disclose any Business Opportunities to the Council if to do so would result in a breach by the Consultant or the Individual of any obligation of confidentiality or of any fiduciary duty owed by it or them to any third party.
	10. The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
		1. the Council will not be liable to bear the cost of such functions; and
		2. at the Council's request the third party shall be required to enter into direct undertakings with the Council, including with regard to confidentiality.
	11. The Consultant shall, and shall procure that the Individual shall, promptly give to the Council all such information and documentation as it may reasonably require from time to time in order for the Council to determine whether the Engagement is or will be within the Off-payroll Working rules and is or will be Deemed Employment and, if the Council determines the Engagement is Deemed Employment, in order to comply with any obligation on the Council to deduct and account for tax or national insurance contributions from the fees due under clause 4. The Consultant shall, and shall procure that the Individual shall, promptly inform the Council of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the Engagement is Deemed Employment. Subject to clause 16, the Council reserves the right to amend the terms of the Engagement, and this agreement, if the Engagement is determined to be Deemed Employment.
	12. The Consultant shall, and shall procure that the Individual shall:
		1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015;
		2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
		3. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015, and will enforce them where appropriate;
		4. promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Consultant or the Individual in connection with the performance of this agreement;
		5. immediately notify the Council if a foreign public official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant (and the Consultant warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
		6. ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this clause 3.12; and
		7. on the Council’s written request, promptly and in any event within three (3) Business Days to the Council in writing signed by an officer of the Consultant, compliance with this clause 3.12 by the Consultant and all persons associated with it, including the Individual, and all other persons for whom the Consultant is responsible under clause 3.12(g). The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.
	13. Failure to comply with clause 3.12 may result in the immediate termination of this agreement.
	14. For the purpose of clause 3.12, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.12, a person associated with the Consultant includes but is not limited to any Substitute for the Individual.
25. Fees
	1. The Council shall pay the Consultant the fees set out below exclusive of VAT, less any deductions for income tax and national insurance contributions as may be required by law, following the receipt of valid and undisputed invoices from the Consultant, in each case giving details of the Services provided, the Deliverable achieved to the satisfaction of the Council in accordance with Schedule 1, the dates on the which the Services were provided and the amount of the fee payable (plus VAT, if applicable) for the achievement of the Deliverable:
		1. **SERVICES:** Commencement of the Services on the Start Date:

£[FEE PAYABLE].

* + 1. **DELIVERABLE 1**: Completion of draft report on or by [DATE] February 2024: £[FEE PAYABLE].
		2. **DELIVERABLE 2**: Completion of final report by [DATE] April 2024:

£[FEE PAYABLE].

The fees set out in this clause 4.1 shall only be payable to the Consultant following the achievement of a Deliverable (as set out more particularly in Schedule 1) to the satisfaction of the Council. The Consultant shall submit invoices, in each case, within [INSERT TIME PERIOD] of achievement of a Deliverable to the satisfaction of the Council. Where the Consultant submits an invoice to the Council in accordance with this clause 4, the Council will consider and verify that invoice within ten (10) days. Where the Council fails to do so, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of this clause 4, fourteen (14) days after the date on which it is received by the Council.

* 1. In consideration of the provision of the Services, the Council shall pay each valid and undisputed invoice submitted by the Consultant in accordance with clause 4.1 within thirty (30) days of verifying that the invoice is valid and undisputed.

* 1. The Council shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant or the Individual may owe to the Council at any time.
	2. Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Council against the Consultant or the Individual in respect of the provision of the Services.
1. Expenses

NOT USED

1. Other activities

Nothing in this agreement shall prevent the Consultant or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

* + 1. such activity does not cause a breach of any of the Consultant's obligations under this agreement;
		2. the Consultant shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Council without the prior written consent of the Council (such consent not to be unreasonably withheld); and
		3. the Consultant shall give priority to the provision of the Services to the Council over any other business activities undertaken by it during the Engagement.
1. Confidential information and Council property
	1. The Consultant acknowledges that during the Engagement it and the Individual will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.
	2. Subject to clause 7.4, the Consultant shall not, and shall procure that the Individual shall not (except in the proper course of its or their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
		1. any use or disclosure authorised by the Council or required by law; or
		2. any information which is already in, or comes into, the public domain otherwise than through the Consultant's or the Individual's unauthorised disclosure.
	3. At any stage during the Engagement, the Consultant will promptly on request return to the Council all and any Council Property in its or the Individual's possession.
	4. Nothing in this clause 7 shall prevent the Consultant (or the Individual) or, where applicable, the Council (or any of its officers, employees, workers or agents) from:
		1. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
		2. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
		3. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
		4. complying with an order from a court or tribunal to disclose or give evidence;
		5. making any other disclosure as required by law; or
		6. disclosing information to any person who owes a duty of confidentiality (which the Consultant, the Individual and the Council agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in the Individual's case, persons providing them with medical, therapeutic, counselling or support services.
	5. All designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services (the “**Material**”), and any data or documents (including copies) produced, maintained or whether or not stored on the Council's computer systems or other electronic equipment (including mobile phones, if provided by the Council) in relation to this Agreement, remain the property of the Council.

1. Data protection
	1. The parties acknowledge that no Personal Data (as defined under the Data Protection Legislation) will be transferred by any party to this agreement to another party to this agreement.
	2. In the event that during this agreement Personal Data will be transferred, or it becomes necessary to do so, the parties shall revise this clause 8 by replacing it with an appropriate data sharing agreement (which shall apply when replaced by attachment to this agreement).
	3. Notwithstanding the provisions of clause 8.1, both parties will comply with all applicable requirements of the Data Protection Legislation and any applicable Laws.
	4. This clause 8 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this clause 8, applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
2. Intellectual property
	1. The Consultant warrants to the Council that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Consultant any such rights in which the legal title has not passed (or will not pass) to the Consultant. The Consultant agrees to provide to the Council a copy of this assignment on or before the date of this agreement.
	2. The Consultant hereby assigns to the Council all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Council.
	3. The Consultant undertakes to the Council:
		1. to notify to the Council in writing full details of all Inventions promptly on their creation;
		2. to keep confidential the details of all Inventions;
		3. whenever requested to do so by the Council and in any event on the termination of the Engagement, promptly to deliver to the Council all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;
		4. not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Council; and
		5. to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Council,

and confirms that the Individual has given written undertakings in the same terms to the Consultant.

* 1. The Consultant warrants that:
		1. it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
		2. it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
		3. the use of the Works or the Intellectual Property Rights in the Works by the Council will not infringe the rights of any third party,

and confirms that the Individual has given written undertakings in the same terms to the Consultant.

* 1. The Consultant agrees to indemnify the Council and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Council, or for which the Council may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the Council during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage, and ensure that the Council's interest is noted on the policy, and shall supply a copy of the policy to the Council on request. The Council may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
	2. The Consultant acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 9.
	3. The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Council and at any time either during or after the Engagement, as may, in the opinion of the Council, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Council and to defend the Council against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Consultant confirms that the Individual has given written undertakings in the same terms to the Consultant.
	4. The Consultant irrevocably appoints the Council to be its attorney in its name and on its behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Council to obtain for itself or its nominee the full benefit of this clause.
1. Insurance and liability

10.1 The Consultant will throughout the Engagement maintain with a reputable insurance company within the UK such policies of insurance as are necessary to cover any liability of the Consultant in respect of loss of or damage to property and personal injury to, or death of, any person arising out of or in the course of or caused by the Consultant or the Individual carrying out or failing to carry out its obligations under the agreement or for which it may become liable to the Council under clause 10, including:

1. public liability insurance cover in the minimum sum of five million pounds (£5,000,000) in respect of any one incident and the number of incidents covered shall be unlimited and should be adequate to cover all risks in the performance of the Services;

1. employers liability insurance in the minimum sum of five million pounds (£5,000,000) or in accordance with any legal requirement for the time being in force in respect of one incident and the number of incidents covered shall be unlimited;
2. professional indemnity insurance against the risk of professional negligence on the part of the Consultant Company or the Individual in the minimum sum of five million pounds (£5,000,000) in respect of each and every claim or series of claims arising from any one event.

10.2 The Consultant shall continue to maintain the above policies of insurance for a six (6) year period following the expiry or earlier termination of this agreement.

10.3 The Consultant shall have liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or the Individual or any Substitute engaged by it of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

* 1. The Consultant shall on request supply to the Council copies of the Insurance Policies and evidence that the relevant premiums have been paid.
	2. The Consultant shall notify the insurers of the Council's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the Council against the Consultant in respect of which the Consultant would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the Council directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the Council, the Consultant shall use all insurance monies received by it to indemnify the Council in respect of any claim and shall make good any deficiency from its own resources.
	3. The Consultant shall comply (and shall procure that the Individual complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way, or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Council without delay.
1. Termination
	1. Notwithstanding the provisions of clause 2.2, the Council may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts properly accrued before the Termination Date) if at any time:
		1. the Consultant or the Individual commits any gross misconduct affecting the Business of the Council;
		2. the Consultant or, where applicable, the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
		3. the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
		4. the Consultant or the Individual is, in the reasonable opinion of the Council, negligent or incompetent in the performance of the Services;
		5. the Individual is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
		6. the Consultant makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant;
		7. the Individual is incapacitated (including by reason of illness, injury and/or accident) from providing the Services for an aggregate period of [NUMBER] days in any [NUMBER] week]] consecutive period;
		8. the Engagement is determined by the Client or, subsequently, HM Revenue & Customs to be Deemed Employment;
		9. the Consultant or the Individual commits any breach of the Council's policies and procedures; or
		10. the Consultant or the Individual commits any offence under the Bribery Act 2010 or the Modern Slavery Act 2015.
	2. The rights of the Council under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of these rights.
2. Obligations on termination

On the Termination Date the Consultant shall, and shall procure that the Individual shall:

* + 1. immediately deliver to the Council all Council Property and original Confidential Information which is in its or their possession or under its or their control;
		2. subject to the Council's data retention guidelines, irretrievably delete any information relating to the Business of the Council stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of the Council. This obligation includes requiring any Substitute to delete such information where applicable. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information and, as such, must be deleted from personal social or professional networking accounts; and
		3. provide a signed statement that it or they have complied fully with its or their obligations under this clause 12, together with such evidence of compliance as the Council may reasonably request.
1. Status
	1. The relationship of the Consultant (and the Individual) to the Council will be that of independent contractor and nothing in this agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Council and the Consultant shall not hold itself out as such and shall procure that the Individual shall not hold themselves out as such.
	2. The Consultant shall be fully responsible for and shall indemnify the Council for and in respect of the following:
		1. subject to clause 13.3, any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the Engagement is Deemed Employment or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Council's negligence or wilful default;
		2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Council.
	3. The indemnity in clause 13.2(a) does not apply to any income tax or National Insurance contributions deducted by the Council if the Engagement is Deemed Employment and the Council makes the deductions from the fees due under clause 4 prior to payment to the Consultant.
	4. The Council may at its option satisfy the indemnity in clause 13.2 (in whole or in part) by way of deduction from payments due to the Consultant.
	5. The Consultant warrants that it is not, nor will it prior to the cessation of this agreement, become a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.
2. Notices
	1. Any notice given to a party under or in connection with this agreement 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 the address given in this agreement or as otherwise notified in writing to the other party; or
		2. [sent by email to the following addresses (or an address substituted in writing by the party to be served):
			1. Client: [ADDRESS].
			2. Consultant Company: [ADDRESS].]
	2. Unless proved otherwise, any notice shall be deemed to have been received:
		1. if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee; or
		2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
		3. if sent by email, at the time of transmission.
	3. If deemed receipt under clause 14.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 14.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
	4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
3. 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, and shall have no remedies in respect of, 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 or negligent misstatement based on any statement in this agreement.
4. Variation

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

1. Counterparts
	1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
	2. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.
	3. No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.
2. Third party rights
	1. Except may be as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
	2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.
3. Governing law

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

1. Jurisdiction

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

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

[INSERT SIGNATURE BLOCK FOR CONSULTANT]

[INSERT SIGNATURE BLOCK FOR COUNCIL]

1. [Services

[THIS SHOULD INCLUDE THE FOLLOWING MATTERS:

* AN OVERVIEW OF THE SERVICES TO BE PROVIDED;
* DETAILS OF THE SPECIFIC DELIVERABLES TO BE ACHIEVED IN THE PROVISION OF THE SERVICES;
* THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED;
* CLIENT POINT OF CONTACT AND ANY REPORTS TO BE SUBMITTED;
* TIMETABLE FOR PROVISION OF THE SERVICES, INCLUDING ANY MILESTONES RELATED TO THE ACHIEVEMENT OF SPECIFIC DELIVERABLES;
* ANY APPLICABLE ACCEPTANCE CRITERIA; AND
* WHETHER THE SERVICES WILL NEED TO BE PROVIDED TO ANY OTHER GROUP COMPANIES.]]
1. Consultant Response

[INSERT CONSULTANT RESPONSE TO COUNCIL REQUIREMENT]