



**North
Northamptonshire
Council**

REQUEST FOR QUOTATION

**NET ZERO & CLIMATE CHANGE ADAPTATION AND MITIGATION
EVIDENCE BASE
(NORTH NORTHAMPTONSHIRE STRATEGIC PLAN)**

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SECTION 1: INTRODUCTION

1. General Requirements

- 1.1. North Northamptonshire Council (hereafter referred to as “The Council”) invites quotations for the provision of consultancy support to develop a Net Zero and Climate Change Adaptation and Mitigation Evidence Base to inform the North Northamptonshire Strategic Plan.
- 1.2. The Council’s detailed requirements are defined in Section 2: Specification.
- 1.3. 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.
- 1.4. The Council reserves the right to:
 - 1.4.1. carry out due diligence checks on the awarded Potential Supplier;
 - 1.4.2. amend the Conditions of Contract included at Appendix 1;
 - 1.4.3. abandon the procurement process at any stage without any liability to the Council; and/or
 - 1.4.4. 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.
- 1.5. 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.
- 1.6. All documents and materials, which comprise the RFQ response, must be written in English only.
- 1.7. Quotations are to remain open for acceptance for a period of 180 days from the Deadline for Submission of Bids.
- 1.8. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and located within the question asked as this will be the single source of information on which responses will be scored and ranked.
- 1.9. **Rights of the Council in Relation to the RFQ**
 - 1.9.1. The Council reserves the right to:
 - a. 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;

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- b. 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;
 - c. 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;
 - d. Choose not to award any contract as a result of this procurement process; and/or
 - e. Reject any RFQ Responses that are over budget without further evaluation of the response.
- 1.10. 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.
- 1.10.1. Where the Council has identified word limits, Potential Suppliers are strongly requested to adhere as closely to these as possible. Whilst it is not the Council's intention to count the number of words a Potential Supplier uses in their responses, if the Council reasonably determines that a word limit has been exceeded, it may take that into account when awarding a score for that question; i.e.; words submitted over this limit may not be evaluated;
 - 1.10.2. 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.
 - 1.10.3. 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.
 - 1.10.4. When uploading attachments, please state the question number only in the file title.
 - 1.10.5. Submit any zipped files in WinZip format only.

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2. Procurement Timetable

- 2.1. 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.
- 2.2. 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.
- 2.3. The RFQ process is intended to follow the timetable set out in Table A, below.

TABLE A

ACTIVITY	TIME AND DATE (as applicable)
1. Request for Quotation Documents issued	Wednesday, 10 August 2022
2. Deadline for Questions from Potential Suppliers	17:00 on Friday, 26 August 2022
3. Deadline to Provide Answers to Questions from Potential Suppliers	Monday, 12 September 2022
4. Deadline for Submission of Bids	12:00 noon on Monday, 26 September 2022
5. Evaluation of Bids Received*	Monday, 10 October 2022
6. Contract Award*	Friday, 14 October 2022
7. Contract Start*	Monday, 17 October 2022
8. Contract End (EXCLUDING Extension Periods)*	Monday, 30 September 2024
9. Contract End (INCLUDING Extension Periods)*	Monday, 31 March 2025

- 2.4. 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.
- 2.5. 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.

3. Clarification Questions

- 3.1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred to the Officer detailed in Table B, below, no later than the Deadline for Questions from Potential Suppliers date found in Table A.

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- 3.2. 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.
- 3.3. 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.
- 3.4. 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	Paul Woods
Job Title	Senior Planning Officer (Strategic Policy, Design + Delivery)
E-Mail address	Paul.Woods@northnorthants.gov.uk

4. Quotation Responses

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

TABLE C

Name	Paul Woods
Job Title	Senior Planning Officer (Strategic Policy, Design + Delivery)
E-Mail address	Paul.Woods@northnorthants.gov.uk

5. Evaluation of Quotations

- 5.1. **THOSE POTENTIAL SUPPLIERS WHO FAIL ANY PASS/FAIL, MANDATORY, COMPULSORY AND/OR ESSENTIAL QUESTIONS WILL BE REJECTED FROM THE RFQ PROCESS.**
- 5.2. Any bids which are not compliant or not completed fully will be rejected. If a bid is eliminated for any reason, the price submitted within the quote concerned shall also be excluded from the evaluation. Based on the information provided by Potential Suppliers, each compliant RFQ Response will be evaluated based on the following criteria:

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- 5.2.1. **Evaluation Method: Minimum Quality Standard. 100% Price**
- a. Potential Suppliers must pass all pass/fail questions in Section 3: to be considered. Bids not meeting the minimum standards will be rejected. Price will make up 100% of the evaluation.

Evaluation Method: Weighted combination of Quality and Price

Quality Questions at ‘X’% + Pricing at ‘Y’% = 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 %

a. Quality Questions (Part 3 Section B)

Bid	Potential Provider Quality Score	Max Quality Score Available	Score % (If “X” = 40)
Bid 1	50	100	20%
Bid 2	75	100	30%
Bid 3	100	100	40%

The Quality Questions will be scored using the following scale:

Score	Criteria to Award Score
0	Response does not meet requirements or no response is provided.
1	Response partially meets requirements but contains significant weaknesses, issues or omissions.
2	Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions.
3	Response meets requirements to a high standard. Robust and detailed in all respects.
4	Response exceeds expectations. Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon. Offers added value and/or innovation relevant to the specification.

b. 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:

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$$\text{Score} = Y - \left(\left(\frac{\text{Price} - \text{Lowest Price}}{\text{Lowest Price}} \times 100 \right) \times \left(\frac{Y}{100} \right) \right)$$

This means that any bid that is double or more the lowest compliant bid will score 0% for the pricing element.

EXAMPLE

Bid	Lowest Compliant Bid Price (£)	Potential Providers Price (£)	Score % (If "Y" = 60)
Bid 1	£40,000	£40,000	60
Bid 2	£40,000	£50,000	45
Bid 3	£40,000	£60,000	30

TOTAL SCORE EXAMPLE

Bid	Quality Score (%)	Price Score (%)	Total (%)
Bid 1	20	60	80
Bid 2	30	45	75
Bid 3	40	30	70

- 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
7	Understanding the project requirements	20%
8	A method statement outlining how your firm will deliver the Tasks outlined in Section 2 (Scope)	30%
9	Relevant experience and capabilities, staff and resources	10%
10	Project plan	10%
Sub-total – quality questions		70%
	Price	30%
Total		100%

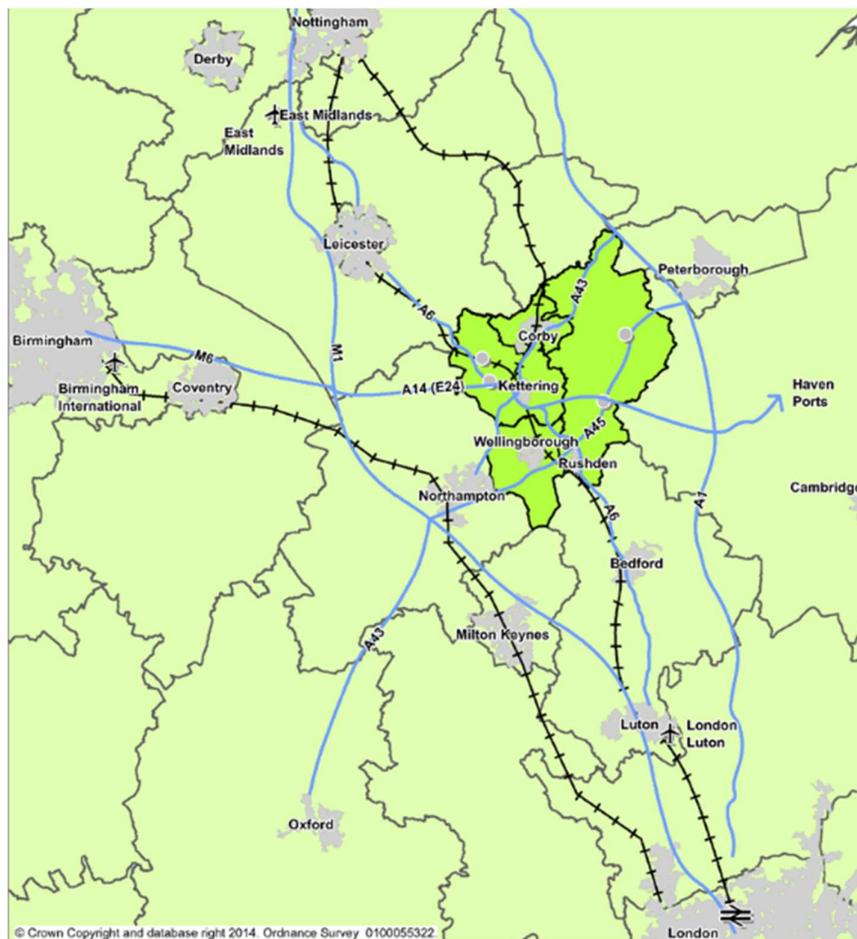
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SECTION 2: SPECIFICATION

1. Introduction and Background

- 1.1 North Northamptonshire denotes the area covered by the four former boroughs and districts of Corby, Kettering, East Northamptonshire and Wellingborough (see Image 1 below). It has a population of c.350,000¹ spread across a range of settlements, from large (“growth”) and market towns through to villages (of which there are over 100). It is bordered by the local authority areas of West Northamptonshire (comprising the former local authorities of Northampton, Daventry, South Northamptonshire), Rutland, Harborough, Peterborough, Huntingdonshire, Milton Keynes and Central Bedfordshire. It is also part of the Oxford - Cambridge Arc area identified by Government for its significant economic potential.

Image 1: Location of North Northamptonshire



- 1.2 On April 1st 2021 a new North Northamptonshire Council (NNC) unitary council was created, replacing the four districts and boroughs along with

¹ ONS (2020) *Mid-2019 Population Estimates*. Available at: <https://www.ons.gov.uk/peoplepopulationandcommunity/populationandmigration/populationestimates/datasets/populationestimatesforukenglandandwalesscotlandandnorthernireland>

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Northamptonshire County Council in the process. Although this is a big change in terms of reorganisation, the area has a successful track record of strategic planning and delivery, with a Joint Planning and Delivery Unit (NNJPDU) established in 2004 by the former local authorities to prepare a local plan (Core Strategy) for the wider area and support the delivery of growth in a coordinated, strategic manner.

- 1.3 The first Core Strategy for the area was adopted in June 2008 and was developed in the context of North Northamptonshire's identification as a Growth Area through the Milton Keynes South Midlands sub-regional strategy. This was superseded in July 2016 by the North Northamptonshire Joint Core Strategy / JCS – (the current Local Plan Part 1). The JCS provides the strategic framework for the sustainable growth of North Northamptonshire over the period 2011-2031. It includes policies to deliver 31,100 jobs and 35,000 new homes (with an opportunity to raise this to 40,000 dwellings) in the context of an overarching vision which includes the ambition that by 2031 the area is “...*a showpiece for modern green living and well managed sustainable development: a resilient area where local choices have increased the ability to adapt to the impact of climate change and to global economic changes*”. To achieve this ambition the JCS contains a suite of policies on these themes including the delivery of new green infrastructure, support for renewable and low carbon energy and reducing the need to travel. These growth requirements are planned to be met to a large degree through a number of sustainable urban extensions across the area (also known as “Garden Communities”). These schemes are significant, both in scale and complexity and are either under construction or in the process of coming forward.
- 1.4 Work is now progressing on the development of an updated JCS (currently being referred to as the North Northamptonshire Strategic Plan / NNSP) with a timetable for its development outlined at Table 1 below. It is anticipated that the proposed commission, and milestones within, will be produced with reference to this timetable.
- 1.5 Development of the NNSP is to be undertaken in the context of increased awareness of a changing global climate, with 2019 seeing Parliament declare a climate emergency and amendments made to the Climate Change Act 2008 to commit the UK to net zero status by 2050. **NNC wishes to appoint suitably qualified consultants to guide and prepare a local plan evidence base which fully meets the requirements of legislation and policy and maximises the ability of the area to both mitigate and adapt² to climate change whilst still accommodating significant levels of growth on a pathway to net zero over the short, medium and longer term.**
- 1.6 Notwithstanding the importance of this commission to development of the NNSP, given the cross-cutting nature delivering net zero development and mitigation and adaptation to Climate Change, this work may also support other elements of the local development scheme and activities of NNC, including:

² See Appendix 3 for details of local risks to Northamptonshire as a result of climate change and which will require adaptation to.

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- Site specific planning policy documents;
- Neighbourhood Plans;
- Future Supplementary Planning Documents or technical advice notes;
- Linked policies on topics such as Green Infrastructure
- Corporate policy for the Council.

1.7 Further details on the scope of this work are provided below.

2. Scope

- 2.1 As outlined, NNC is starting work on the development of the NNSP. A key issue for consideration in the NNSP is the role of planning in responding to the climate emergency to its fullest potential, including the setting of robust evidence-based carbon reduction targets and delivering net zero carbon development while still accommodating growth.
- 2.2 An evidence base is required to support the NNSP to shape places in ways that respond to the Climate Emergency and deliver net zero carbon development whilst building local resilience. This evidence base will need to be compliant with the legal duties placed on local planning authorities in respect of climate change adaptation and mitigation as well as the requirements of the NPPF and supporting the transition to a low carbon future. The legal requirements in this respect are summarily outlined in a letter sent by ClientEarth to 100 planning authorities, including the former local authority areas of Corby and East Northamptonshire locally (see Appendix 2 for an extract of this letter).

Policy and Legislative Context

- 2.3 In October 2018, the Intergovernmental Panel on Climate Change (IPCC) released a report³ highlighting how the world can avoid dangerous climate change by limiting global warming to just 1.5°C in line with the Paris Agreement. In order to prevent further global warming beyond this level, the IPCC concluded that global net human-caused emissions of carbon dioxide need to fall by 45% from 2010 levels by 2030, reaching 'net zero' around 2050. Even by limiting emissions, we will still experience global warming, with the UK Climate Projections 2018 (UKCP2018) noting that even under a lower emissions scenario, the UK will still see higher average yearly temperatures. Under a scenario with the highest emissions, summer temperatures could be around 5°C hotter by 2070.
- 2.4 The IPCC's report has led to governments across the world declaring 'climate emergencies'. This includes the UK which amended the 2008 Climate Change Act in May 2019 to set a target for national emissions to be net zero by 2050. As a new authority, North Northamptonshire Council has been working to establish its position in relation to the climate emergency and identify those

³ IPCC (2018) *Special Report: Global Warming of 1.5 °C*. Available at: <https://www.ipcc.ch/sr15/>

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areas it can affect and prioritise. A Framework and Action Plan⁴ has been adopted by the Council in response to this, setting out corporate priorities and this has been supplemented by a short term 'route map' outlining focussed actions for the next 12 months⁵. Within this framework, recommendations are made on a thematic basis across those areas the Council has influence over. With regards to "Planning, Transport, Energy, Natural and Built Environment", pertinent recommendations to this commission include:

- Climate Change should be at the heart of the new NN Local Plan, with ambitious, realistic policies, consistent with social, economic and environmental objectives.
- The plan must be based on robust evidence, including a credible trajectory to net zero by 2050 at latest (NNC has an earlier target for its own operations to be carbon neutral by 2030).
- Prioritising the most cost-effective actions e.g., transport is the largest source of emissions that NNC can influence, so focus on reducing the need to travel, encourage modal shift and enabling switch to electric vehicles.
- Continued focus on Green and Blue Infrastructure planning and delivery is likely to be a low cost/risk option and will deliver multiple mitigation/adaptation benefits. This will include strategic projects such as Forests for Life and the River Ise initiative.
- Develop and review tree strategy, with "right tree right place", including rural coverage, industrial coverage and urban trees with priority on the Rockingham Forest project including accessibility to trees for the public where possible.
- Explore scope to exceed Building Regulation energy efficiency standards in advance of implementation of Future Homes Standard.
- Planning Policy needs to align with spatial planning for sustainable energy systems, including collaboration with network operators.
- Include the use of green energy areas with new Sustainable Urban Environment (SUE) developments.

2.5 The climate actions and recommendations within the Council's Climate Change Framework, including those outlined above, will form a key part of the Council's agenda going forward, including its recent commitment to becoming carbon neutral by 2030⁶, all of which will need be considered, and expanded upon, through the current commission to ensure the NNSP delivers on local (and national) priorities.

⁴ North Northamptonshire Council (2021) Executive Advisory Panel Climate Change Environment & Growth (18th August 2021) - *Climate Change Framework* (Item 5). Available at: <https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=154&MIId=412&Ver=4>

⁵ North Northamptonshire Council (2021) Executive Advisory Panel Climate Change Environment & Growth (17th November 2021) - *Climate Change – update on future activities* (Item 20). Available at <https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=154&MIId=415&Ver=4>

⁶ North Northamptonshire Council (2022) *Council commits to being carbon neutral by 2030*. Available at: <https://www.northnorthants.gov.uk/news/council-commits-being-carbon-neutral-2030>

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- 2.6 There are a number of legislative and policy requirements relating to local plans and dealing with climate change mitigation and adaptation. It is expected that the evidence base, and the NNSP as a whole, will need to demonstrate that it has satisfactorily addressed these⁷. In terms of local planning, central to this is Section 19(1A) of the Planning and Compulsory Purchase Act 2004 (as amended) which requires that Local Plans include policies “*designed to secure that the development and use of land.... contribute to the mitigation of, and adaptation to, climate change*”.
- 2.7 This requirement is augmented in Policy through Section 14 of the NPPF which considers the role of planning in dealing with climate change and flood risk, noting the role of the planning system in supporting the transition to a low carbon future in a changing climate. It states that planning “*should help to shape places in ways that contribute to radical reductions in greenhouse gas emissions, minimise vulnerability and improve resilience and support renewable and low carbon energy and associated infrastructure*”. Footnote 53 of paragraph 153 goes on to note that plans should be in line with the objectives and provisions of the Climate Change Act 2008. Guidance on the implementation of these requirements is provided through the Climate Change section of the Planning Practice Guidance⁸.

North Northamptonshire Strategic Plan (NNSP)

- 2.8 As outlined at the start of this Section, work is starting on a new Part 1 Local Plan (NNSP) for the Council and it is in this context this brief has been developed and consultancy input sought. The scope of the NNSP will continue to focus on strategic matters which will, as a minimum, meet the requirements of the NPPF for the Council to have a plan which addresses the strategic priorities for its area. In addition to the emerging corporate priorities of NNC, the NNSP will also be developed in the context of the proposals for the Oxford-Cambridge Arc. Whilst it is presently considered unlikely that a Government-led Arc Spatial Framework will now be progressed, of note in this respect is the publication of the “Environmental Principles”⁹ for the Arc area which contain five overarching principles (with the intention that these principles are embedded into the plans and programmes of local bodies to create an Ox-Cam wide Environmental Strategy):

- To work towards a net zero target at an Arc level by 2040;
- To protect, restore, enhance and create new nature areas and natural capital assets, including nationally and locally designated wildlife sites and priority habitats and links between them through the implementation of the spatial planning mitigation hierarchy of avoid, mitigate, compensate and gain;

⁷ Town and Country Planning Association and RTPI (2021) *The Climate Crisis – A Guide for Local Authorities on Planning for Climate Change (Third Edition)*. Available at: <https://tcpa.org.uk/resources/the-climate-crisis-a-guide-for-local-authorities-on-planning-for-climate-change/>

⁸ MHCLG (2019). *Planning Practice Guidance: Climate Change*. Available at: <https://www.gov.uk/guidance/climate-change>

⁹ Oxford Cambridge Arc Leadership Group (2021) *Shared regional principles for protecting, restoring and enhancing the environment in the Oxford-Cambridge Arc*. Available at: https://www.semlep.com/modules/downloads/download.php?file_name=2306

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- To be an exemplar for environmentally sustainable development, in line with the ambitions set out in the government's 25-year plan. This will incorporate a systems-based and integrated assessment and implementation approach. We will aim to go beyond the minimum legislated requirements for development;
- To ensure that existing and new communities see real benefits from living in the Arc;
- To use natural resources wisely.

2.9 These Environmental Principles were endorsed by NNC Executive on August 5th 2021¹⁰. Together with the NNC Climate Change Framework outlined at paragraphs 2.4 and 2.5 above, these reflect additional local priorities which are of particular relevance to the development of the NNSP, and therefore this commission, and the expectation is that outputs relating to this align with these linked work areas. Of particular note here is the ambition for a carbon neutral Arc by 2040 which is an acceleration on the national 2050 target. In this context this commission will need to explore and outline the practical implications of achieving net zero by 2040 and establish a trajectory/local carbon framework which provides a "*credible path...by setting robust carbon reduction targets and integrating them throughout*" our Local Plan¹¹. Doing so would not only enable a road map of actions/priorities to be established for the NNSP (including no or low-cost responses) but also enable Monitoring to be undertaken which will show how North Northamptonshire is performing relative to the need to secure "*radical reductions in greenhouse gas emissions*" (after NPPF para 152). In considering this area, reference will need be made to existing local initiatives which could assist with climate change mitigation, such as the Rockingham Forest for Life project which looked at the feasibility of establishing a carbon sink forest in North Northamptonshire¹².

2.10 Linked to this, and as part of developing the NNSP more generally, it is essential that the Council develops a robust evidence base which can provide a local response to the Climate Emergency which meets the requirements of policy and legislation. In doing so NNC needs to understand exactly what the Local Plan can, and cannot, do in supporting the transition to a low carbon future in a changing climate. To achieve this we need to understand where we are at as an area in terms of current emissions and identify what actions/priorities the NNSP can focus on to reduce these over a short, medium and long-term basis (considered to be 2030, 2040 and 2050 respectively), in the context of the continuing growth of North Northamptonshire, linked to a carbon budget prepared for the area.

2.11 In undertaking this work it is expected that examples of best practice from elsewhere are highlighted to inform development of the NNSP. This is anticipated to include any recommendations from organisations such as the

¹⁰ North Northamptonshire Council (2021) Executive (5th August 2021) – *Oxford to Cambridge Arc - Environmental Principles* (Item 34). Available at:

<https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=142&MId=324&Ver=4>

¹¹ From Client Earth letter– see Appendix 2 for further details

¹² River Nene Regional Park (2012) *Carbon Sink Forestry Report*. Available at:

<http://www.nnjpdu.org.uk/publications/rockingham-forest-for-life-carbon-sink-forestry-report-july-2012/>

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Climate Change Committee as well as developed policy ideas/best practice from other local authority areas which can be implemented in the NNSP including case studies where policies have been adopted (or are being developed) where standards are sought above those of building regulations and/or national standards. The Scope of Works outlined below provides further clarity on what is sought through this commission.

NNSP Timetable

- 2.12 The statutory period of the NNSP will be 2021 to 2041, with the spatial vision potentially extending to 2050. This is because aspects of the plan which must be evidence based, such as housing and job numbers, are better suited to this shorter time horizon. An end date of 2041 is also consistent with the proposed end date of the West Northamptonshire Strategic Plan which should allow evidence and cross boundary issues to be considered more effectively¹³.
- 2.13 Central to this commission is an understanding of the timetable of production to the NNSP. The latest timetable for the production of these plans is set out at Table 1 below.

Table 1: NNSP timetable (as per Local Development Scheme¹⁴ 2022-25, Adopted 31/03/2022)

Stage	Date
Early stakeholder and community engagement	March 2022
Options	November 2022
Draft Plan for consultation	June 2023
Publication consultation	November 2023
Submission to Secretary of State	April 2024
Examination	September 2024
Adoption	September 2025

- 2.14 As outlined at Table 1, the NNSP is at the Early stakeholder and community engagement stage presently and the work areas proposed through this Request for Quotation are essential to the attainment of milestones outlined and the overall development of this plan. Due to the length of time anticipated with developing the NNSP, we envisage this commission will entail a number of key tasks which will need be undertaken at various points in time to align with the stages of plan development and that NNC may require ongoing support through to Examination. Further details of these key tasks are outlined through the Scope of works/Table 2 below.

¹³ Daventry, Northampton and South Northamptonshire Councils comprise the West Northamptonshire area. These Councils are to be similarly replaced by a new unitary authority ("West Northamptonshire") on April 1st 2021.

¹⁴ Table 1 represents the current LDS timetable for development of the NNSP. However, this may be subject to future revision at key milestones. The Council will advise where this is the case accordingly.

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Scope of works

2.15 Table 2 builds upon the preceding context and outlines the specific tasks for which a quotation is sought¹⁵. Although Table 2 is ordered according to broad “Tasks”, we envisage in reality that the appointed consultants may wish to adjust the timings of when these are addressed. This is because it may make sense to tackle some Tasks at the same time as tackling others (for example Task B may need to be informed by Task C and likewise parts of Task E may be best tackled when preparing Task A). We therefore recognise the below Table serves as a guide and there may be efficiencies in adjusting the order in which Tasks are addressed. NNC would therefore welcome proposals on where these efficiencies may be achieved through responses received. Furthermore, climate change and net zero is a rapidly developing area and new announcements, legislation, policies and targets are common. Therefore, in addition to Table 2 below, we anticipate that the appointed consultants will provide their professional opinion on whether any notable omissions exist within these Tasks with a view to addressing as necessary. Likewise if new guidance, best practice of legislation is released during the commission then we would expect the appointed consultants to inform the authority of any required changes and the implications of this. Further to this, tenders should identify costs for each of the specific tasks outlined in Table 2:

¹⁵ These tasks as outlined are considered fluid and NNC would welcome guidance as to the implementation of these if considered appropriate.

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Table 2: Key Tasks in the development of the Net Zero evidence base for the NNSP

Task		Timescales
A	<p style="text-align: center;">Position Statement</p> <ul style="list-style-type: none"> • Undertake a literature review to establish a position statement which sets out the role of the Local Plan in delivering net zero carbon consistent development and identifying what it can and cannot influence. This should include a definition of what net zero carbon means for the built and natural environment (including consideration of the embodied carbon of new development). It is likely this Task shall inform development of Task E(i) concurrently in respect of net zero development types. 	TBC but likely a priority Task given the NNSP Timetable outlined at Table 1 above
B	<p style="text-align: center;">Carbon Implications of different spatial strategies</p> <p>North Northamptonshire Council has a duty to secure radical reductions in emissions in order to make its contribution to commitments aimed at limiting global temperature rise and we need to understand what this local contribution could look like.</p> <p>To do so we anticipate it will be necessary to take a target-led approach to developing Policies which deliver on climate resilience and mitigation and as part of this we will require robust evaluation and understanding of the following:</p> <ul style="list-style-type: none"> • (i) our baseline emissions (from a range of sources) to identify and understand any local trends • (ii) future emissions which consider likely trends as a result of requirements in national legislation and policy (including future proposals, where known, for example take up of Electric Vehicles)¹⁶ <p>Together it is envisaged the outputs of (i) and (ii) above can then be used to help the Council to determine:</p> <ul style="list-style-type: none"> • (iii) the carbon implications of a range of broad development scenarios which could form the basis for the future development of the area (e.g., urban, edge of settlements, dispersed development and new settlement(s)), having regard to the urban/rural mix of North Northamptonshire).^{17 18}. 	Assessment is needed to inform discussions on broad spatial options as part of NNSP development. Please refer to Table 1 above.

¹⁶ For example, changes to Building Regulations, Future Buildings Standard etc.

¹⁷ As outlined at Para 007 of the NPPG Section on Climate Change: <https://www.gov.uk/guidance/climate-change>

¹⁸ See Client Earth letter at Appendix 2.

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<ul style="list-style-type: none">• (iv) the carbon implications of strategic options for growth (i.e., testing packages of strategic employment and housing site options as identified by the Council) <p>In undertaking the above, it is anticipated these Tasks will require use of a relevant tool/model which uses science-based targets¹⁹ to work out a local carbon budget for North Northamptonshire. In doing so, we seek these carbon budgets to be prepared on the basis of North Northamptonshire reaching Net Zero by:</p> <ul style="list-style-type: none">• (i) 2050 (as per the provisions of the 2008 Climate Change Act); and also• (ii) 2040 (consistent with the agreed ASF Environmental Principles – see Paragraphs 2.8 and 2.9).• (iii) 2030 (consistent with North Northamptonshire Council’s objectives as outlined at para 2.4). <p>As an output of these tasks it is anticipated that clear climate change/carbon reduction targets, and a pathway of supporting actions, shall be established for the area which sets it on the road to net zero²⁰. In doing so it is assumed that this budget shall be in alignment with the provisions of the <i>Sixth Carbon Budget (December 2020)</i> / the <i>Net Zero Strategy: Build Back Greener (October 2021)</i>²¹ and provide low, medium and high pathways to achieving net zero to 2040 and 2050 which set out the range and scale of actions needed to do so, including no or low-cost responses/solutions.</p> <p>It is envisaged that the above Tasks will help inform a potential spatial strategy (or strategies) which could be pursued in the NNSP on account of identified carbon savings. In doing so it is anticipated that clarity is provided on what these savings/reductions equate to on an annual and/or carbon budget basis (expressed in a form best suited to this task²²) and which can be used for the basis</p>	
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¹⁹ The “Scatter” Framework (<https://www.greatermanchester-ca.gov.uk/what-we-do/environment/>) has been used by the Greater Manchester Combined Authority to inform its Five-Year Environment Plan to outline pathways to attain a carbon neutral city region by 2038 (and profiles have been created for the North Northamptonshire Councils already). However, we are aware that other tools exist - see Appendix 4 - and we would be seeking advice on which is best to utilise, and apply, in the context of this Task and development of the NNSP/Council priorities more generally.

²⁰ In line with provisions of the Sixth Carbon Budget (December 2020) / the Net Zero Strategy: Build Back Greener (October 2021) as applicable.

²¹ In respect of the 2050 scenarios presented within.

²² See for example Sections 3.3 and 3.4. of TCPA/RTPI Guidance (Oct 2021) available at: <https://tcpa.org.uk/resources/the-climate-crisis-a-guide-for-local-authorities-on-planning-for-climate-change/>

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	of assessing performance in reducing emissions in Authorities' Monitoring Reports (AMR's).	
C	Assessment of future climate change	If able to advise on this, please price for this as a separate entry as we are presently unsure whether to proceed with this Task within the current proposals.
	<p>Alongside Task B, we need to establish the likely changes to North Northamptonshire's climate to 2041 and beyond²³ utilising the latest available data sets. This should differentiate between change anticipated to 2050 (the potential end date of the spatial vision in the NNSP) and that anticipated beyond this date (for longer term planning purposes). TCPA Guidance²⁴ endorses use of the "High++" scenarios in this respect.</p> <p>This element of work should provide a clear understanding of:</p> <p>(a) how the Climate of North Northamptonshire will change in future (e.g., increased flooding / severe weather, heatwaves/overheating etc);</p> <p>(b) how North Northamptonshire will be impacted by this changing climate (i.e., identification of those areas that are vulnerable (places and people), including acknowledging if/where there may be a need to relocate some communities in vulnerable areas²⁵).</p> <p>(c) clarity on climate change risks when assessing and allocating sites for development to ensure these are understood over its lifetime (links to Task D below)</p> <p>It is envisaged this Task should assist identifying how the Local Plan can facilitate increased local resilience to climate change through adaptation and mitigation.</p>	
D	Site Assessment Criteria & Monitoring Indicators	Feedback on this Task shall be required ahead of consultation on Options (November
	<p>This commission is one of a suite of evidence the Council needs to prepare as part of developing the NNSP. Site assessment is a key requirement of the evidence base to inform the allocation of sites for future development and understanding future risks/potential vulnerability at these locations will be essential.</p>	

²³ "Beyond" in this instance refers to the furthest data point/year as available using government endorsed data (for example UKCP18 and/or the EA Climate Impacts Tool). Page 49 of the TCPA Guidance (2021) suggests Local Plans should consider a long-term horizon (at least 100 years) to adapt to the opportunities and impacts arising from climate change.

²⁴ Town and Country Planning Association and RTPI (2021) *The Climate Crisis – A Guide for Local Authorities on Planning for Climate Change (Third Edition)* – Section 3.2.2/page 32 – Available at: https://tcpa.org.uk/wp-content/uploads/2021/11/tcpacliimateguide_oct2021_final.pdf

²⁵ It is envisaged the Climate Just mapping resource can help with this in providing map-based data on risks and vulnerabilities to illustrate potential impacts on communities. Available at: <https://www.climatejust.org.uk/>

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	<p>Through this task we seek assistance with the development of assessment criteria, and associated methodology, that the Council can use to assess both climate change risks and the carbon implications of sites put forward for potential allocation as part of the Housing and Economic Land Availability Assessment (HELAA) or any other submissions received through future consultations^{26 27}.</p> <p>In developing these assessment criteria it is envisaged that this Task should also consider Monitoring requirements and the potential need to monitor/collect data and/or information in relation to these in future. Therefore, as a linked piece of work through this Task, advice is also sought on potential Monitoring indicators which could emerge from identified criteria and which could be used to determine the future implementation of policy in the NNSP (this may entail signposting to best practice in this regard). This Task links to Task E (vii) below.</p>	<p>2022) and the Draft Plan (June 2023) as per Table 1 above.</p>
E	<p style="text-align: center;">Policy Development</p> <p>Building on previous Tasks, assistance with the identification of robust carbon reduction target(s) and associated policy wording for inclusion in the NNSP related to the role of the built and natural environment in delivering net zero carbon and climate change adaptation and mitigation is sought. This work area shall include, but not be limited to:</p> <p>(i) Assessment of the feasibility of achieving net zero carbon ahead of 2050 and advice on the types and scale of development able to do so (e.g., residential, non-residential, new build, redevelopment of existing)²⁸. This assessment should provide guidance on which development types/scales can be net zero, and deliverable, over a short-, medium- and longer-term basis (this may be linked to the phased approach of the Carbon Budgets outlined at Task B²⁹).</p>	<p>Feedback on this Task shall be required ahead of consultation on Options (November 2022) and the Draft Plan (June 2023) as per Table 1 above.</p> <p>For Task E(ix), if able to advise on this, please price for this as a separate entry as we are</p>

²⁶ The TCPA/RTPI Guidance (2021) contains a useful section on this issue at 3.5.1 of the document. Available at: https://tcpa.org.uk/wp-content/uploads/2021/11/tcpartpiclimateguide_oct2021_final.pdf

²⁷ This level of site assessment may be dependent on the outcome of the Planning White Paper and expert advice will be sought as to what is required in light of latest developments in this area.

²⁸ In undertaking this task, the relative cost effectiveness/value for money of assessed typologies (including the provision of carbon saving technologies) is expected to be a deliverability factor.

²⁹ Through this assessment it is expected that both the cost effectiveness/value for money (including the carbon saving attributes of these) shall be a factor in outlining short, medium and longer-term priority areas to focus on with a view to expediting the speed of emission reductions locally. This prioritisation could be linked to the carbon budget periods identified at Task B above.

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<p>In addressing E(i), and the wider requirements of this Task, it is envisaged that advice on the following should also be provided:</p> <ul style="list-style-type: none">(ii) Provision of advice on best practice frameworks for achieving net zero development (e.g., LETI, UK Green Building Council, One Planet Living) and examples of policies recently adopted by other local planning and combined authorities, particularly where these seek exemplary standards above building regulations energy efficiency standards and/or national standards, to inform the development of relevant definitions, targets and planning policies.(iii) Consideration of the potential implications of future changes to national policy, including Building Regulations³⁰, electrification of transport and decarbonisation of heat, and how these impact the role of planning in delivering net zero carbon development;(iv) Considering the wider role of planning in facilitating the transition to a net zero carbon society and providing signposting to aid development of relevant policies for inclusion in the Local Plan. This should include the role of planning in facilitating the retrofit of the existing building stock and the role of construction standards for non-residential development (e.g., BREEAM); (this work area may link to Task A);(v) Building on outputs from Task D above, provision of advice is required with the development of policy which relates to climate change adaptation to ensure the built environment responds to the climate risks identified. (see also Appendix 3: Local Threats to Northamptonshire).(vi) Consideration of wider infrastructure requirements needed to support carbon reduction targets (e.g., the role of smart energy systems, EV charging etc) with recommendations for areas of focus for the NNSP and the likely scale of interventions needed to hit zero carbon locally.(vii) Identification of a possible framework / indicators for monitoring the implementation of net zero development and demonstrating clear progress on reducing emissions, including the role of assured performance policy requirements (linked to Task D).	<p>presently unsure whether to proceed with this Task within the current proposals.</p>
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³⁰ Including the consultations on the Future Homes and Building Standards

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	<p>(viii) Consideration of how the recommendations and priorities of North Northamptonshire Council's Climate Change Framework impacts on the NNSP.</p> <p>(ix) Production of a Renewable and Low Carbon Energy Opportunities Study which considers what and where these exist across all relevant technologies (including, for example, opportunities for heat networks and hydrogen)</p> <p>Development of an audit trail setting out how the proposed approach meets the relevant parts of Legislation (including future Legislative changes), Policy (NPPF) and Guidance (NPPG). The Client Earth letter at Appendix 2 may be a useful starting point in this respect.</p>	
F	<p style="text-align: center;">Costs of net zero development</p> <p>Advice on the cost implications of delivering net zero carbon development as considered at Task E above. This should include the upfront costs and sales premiums from a developer's perspective and the potential cost savings from a purchasers/future residents/building occupiers/operators viewpoint (this element of work would need to be informed by market evidence / viability based on what is deliverable in different sectors - as flagged at para 2.17 below)</p> <p>Where the solutions to achieve net zero have demand/cost implications for infrastructure, this should be flagged to enable NNC to initiate conversations with relevant stakeholders, with infrastructure solutions covering both traditional and innovative approaches (such as smart energy grids).</p>	<p>Feedback on this Task shall be required ahead of consultation on Options (November 2022) and the Draft Plan (June 2023) as per Table 1 above.</p>
G	<p style="text-align: center;">Carbon Offsetting</p> <p>Consideration of the potential role for planning in delivering offsetting as part of net zero carbon development, should this form part of the definition of net zero carbon. This should give consideration to:</p> <ul style="list-style-type: none"> • A possible pricing structure for carbon, should a local offset mechanism be established; • Possible collection mechanisms for an offset fund; • Benefits of a North Northamptonshire focussed fund 'vs' a regional or indeed national approach to offsetting. • Potential offset projects – develop categories of project and how potential projects would be assessed and monitored. 	<p>Feedback on this Task shall be required ahead of consultation on Options (November 2022) and the Draft Plan (June 2023) as per Table 1 above.</p>

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	<ul style="list-style-type: none"> Policy development to support the development of a local offset fund and facilitate payment into the fund 	
H	<p>Review of Strategic Plan at key stages of development</p> <p>Critical friend review will be required of Strategic Plan policies prior to stages of public consultation to ensure their accuracy / consistency of approach throughout.</p>	Ongoing
I	<p>Input into Examination</p> <p>Provision of expert advice will be required as part of the Examination of the Strategic Plan. This may consist of production of, or input into, written statements and/or attendance at Examination sessions as required).</p>	Examination is currently programmed for September 2024 as per Table 1 above although support is anticipated in the lead up to this date

Relationship with the plan-making process, including relevant evidence base

- 2.16 As outlined in the preceding text, this procurement is needed to inform development of a new local plan which is being developed in line with the timetable set out at Table 1 above.
- 2.17 In addition, the outputs from this commission will inform and/or be informed by several other evidence base studies being prepared for the NNSP. The successful consultants will therefore need to review these other studies to ensure relevant connections are made. Such evidence studies include, but are potentially not limited to:
- Infrastructure Delivery Plan
 - Local Plan Viability Study
 - Sustainability Appraisal
 - Green Infrastructure Strategy and Natural Capital
 - Strategic Flood Risk Assessment
 - Transport Study
- 2.18 In addition to the tasks identified in Table 2 above, further work may also be required. For example, assistance may be needed in responding to representations received at the various stages of consultation associated with development of the NNSP (Table 1) or expert advice may be needed during the Examination process through either written evidence attending hearings or liaising with other consultants as necessary. **As this level of input cannot be identified at this time, consultants should include a day/hourly rate for key personnel for the completion of such work.** The estimate is to be based on the hourly rates given. Any charges and rates should be inclusive with VAT charges shown separately.

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Timetable

- 2.19 The successful consultancy will be expected to commence the project without delay in order to meet the plan making timescales detailed in this brief.
- 2.20 In order to meet these deadlines, robust project management will be required, including establishing a timetable at the inception stage which can be reviewed on an ongoing basis. Draft sections of the outputs should be prepared and shared with the Council for comment as work progresses.

3 Resources

- 3.1 The assessment should be aware of, and consider the relevance of, information within the following documents:
- a) North Northamptonshire Joint Planning and Delivery Unit (2016). *North Northamptonshire Joint Core Strategy*. Available online at:
<http://www.nnjpdu.org.uk/publications/adopted-north-northamptonshire-joint-core-strategy-2011-2031/>
 - b) Northamptonshire County Council (2020). *Northamptonshire Climate Change Strategy 2020-2023*. Available online at:
<https://www.northamptonshire.gov.uk/councilservices/environment-and-planning/climate-change/Pages/climate-change-strategy.aspx>
 - c) The University of Manchester and Tyndall Centre for Climate Change Research (February 2021). *Setting Climate Commitments for Corby. Quantifying the implications of the United Nations Paris Agreement for Corby*. Available online at:
<https://carbonbudget.manchester.ac.uk/reports/E07000150/>
 - d) The University of Manchester and Tyndall Centre for Climate Change Research (February 2021). *Setting Climate Commitments for East Northamptonshire. Quantifying the implications of the United Nations Paris Agreement for East Northamptonshire*. Available online at:
<https://carbonbudget.manchester.ac.uk/reports/E07000152/>
 - e) The University of Manchester and Tyndall Centre for Climate Change Research (February 2021). *Setting Climate Commitments for Kettering. Quantifying the implications of the United Nations Paris Agreement for Kettering*. Available online at:
<https://carbonbudget.manchester.ac.uk/reports/E07000153/>

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- f) The University of Manchester and Tyndall Centre for Climate Change Research (February 2021). *Setting Climate Commitments for Wellingborough. Quantifying the implications of the United Nations Paris Agreement for Wellingborough*. Available online at:
<https://carbonbudget.manchester.ac.uk/reports/E07000156/>
- g) Department for Business, Energy & Industrial Strategy (2020). *UK local authority and regional carbon dioxide emissions national statistics*. Available online at:
<https://www.gov.uk/government/collections/uk-local-authority-and-regional-carbon-dioxide-emissions-national-statistics>
- h) Ministry of Housing, Communities and Local Government and HM Treasury (2019). *The Oxford-Cambridge Arc: government ambition and joint declaration between government and local partners*. Available online at:
<https://www.gov.uk/government/publications/the-oxford-cambridge-arc-government-ambition-and-joint-declaration-between-government-and-local-partners>
- i) Oxford to Cambridge Arc (2020). *The Oxford-Cambridge Arc Economic Prospectus*. Available online at:
<https://www.semlep.com/oxford-cambridge-arc/>
- j) South East Midlands Local Enterprise Partnership (2018) *South East Midlands Energy Strategy*. Available online at:
<https://www.semlep.com/energy/>
- k) Place-Based Climate Action Network (2017). *Carbon Accounts and the Scope for Low Carbon Development – Corby*. Available online at:
<https://pcancities.org.uk/energy-and-carbon/corby>
- l) Place-Based Climate Action Network (2017). *Carbon Accounts and the Scope for Low Carbon Development – East Northamptonshire*. Available online at:
<https://pcancities.org.uk/energy-and-carbon/east-northamptonshire>
- m) Place-Based Climate Action Network (2017). *Carbon Accounts and the Scope for Low Carbon Development – Kettering*. Available online at:
<https://pcancities.org.uk/sites/default/files/Kettering.pdf>
- n) Place-Based Climate Action Network (2017). *Carbon Accounts and the Scope for Low Carbon Development – Wellingborough*. Available online at:
<https://pcancities.org.uk/energy-and-carbon/wellingborough>
- o) Town and Country Planning Association, RTPI and ClientEarth (2019) *Planning for Climate Change – Law and Policy Briefing*. Available online at:

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<https://www.rtpi.org.uk/practice/2019/september/rising-to-the-climate-crisis-a-guide-for-local-authorities-on-planning-for-climate-change/>

- p) Western Power Distribution (2021) *RIO-ED2 Business Plan 2023-28*. Available online at:
<https://yourpowerfuture.westernpower.co.uk/riioed2-business-plan#document-library>
 - q) England's Economic Heartland (2021) *Connecting People, Transforming Journeys*. Available online at:
<https://www.englandseconomicheartland.com/our-work/our-strategy/>
 - s) HM Government (2021) *Net Zero Strategy: Build Back Greener*. Available online at:
<https://www.gov.uk/government/publications/net-zero-strategy>
 - t) Town and Country Planning Association and RTPI (2021). *The Climate Crisis – A Guide for Local Authorities on Planning for Climate Change* (Third Edition). Available online at:
<https://tcpa.org.uk/resources/the-climate-crisis-a-guide-for-local-authorities-on-planning-for-climate-change/>
 - u) CCC (2020) *Sixth Carbon Budget*. Available online at:
<https://www.theccc.org.uk/publication/sixth-carbon-budget/>
 - v) South East Midlands Local Economic Partnership (2021) *Shared regional principles for protecting, restoring and enhancing the environment in the Oxford-Cambridge Arc*. Available online at:
https://www.semlep.com/modules/downloads/download.php?file_name=2306
 - w) HM Government (2022) *British Energy Security Strategy*. Available online at:
<https://www.gov.uk/government/publications/british-energy-security-strategy/british-energy-security-strategy>
 - x) HM Government (2021) *UK Hydrogen Strategy*. Available online at:
<https://www.gov.uk/government/publications/uk-hydrogen-strategy>
 - y) IPCC (2022) *Sixth Assessment Report*. Available online at:
<https://www.ipcc.ch/report/sixth-assessment-report-working-group-ii/>
 - z) RTPI and RSPB (2022) *Cracking the Code: How design codes can contribute to net-zero and nature's recovery*. Available online at:
<https://www.rtpi.org.uk/research/2022/march/cracking-the-code/>
- 3.2 This list is not exhaustive and other documents should be referred to in the production of this commission (and the council will advise on additional documents that it considers may be relevant). The council will also be able to

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provide other evidence to support the report(s) including on spatial options for assessment.

4 Content of the reports

4.1 It is envisaged the commission/Tasks outlined in Table 2 will require a number of reports as outputs and these should address all of the elements outlined (and/or other areas considered necessary by the appointed consultants as a result of advice provided to NNC). The report(s) should also include an explanation of the approaches used as necessary.

4.2 As outlined earlier, there may be scope to amend the order of Tasks outlined in Table 2. Notwithstanding this, NNC envisage the following outputs as a result of this proposed commission:

Written reports:

- Task A: separate report;
- Task B: separate report;
- Task C: separate report;
- Tasks D & E: Combined report;
- Task F: Separate report.
- Task G: Separate report.
- Task H: Separate report
- Task I: Written reports as required (e.g., hearing statements)

4.3 Through preparing the reports outlined, it is envisaged that the production of these will need to:

- a) use the latest datasets on emissions in order to understand the current situation locally with a view to identifying priority areas for the NNSP/NNC to address
- b) advise on which climate model is best to utilise to establish a local carbon budget/trajectory
- c) undertake a literature review to prepare a position statement including flagging best practice examples as necessary
- d) understand the future impacts of climate change on the area consistent with best practice.
- e) Provide suitable evidence to enable the NNSP to include carbon targets / budget / trajectory to enable short, medium and longer term actions be identified to attain a net zero North Northamptonshire by 2030, 2040 and 2050 dates. This should outline the scale of intervention required compared to the existing (baseline) position.

4.4 Ultimately NNC requires guidance on how emissions can be reduced to net zero across the area and the type (and scale) of interventions required to do so. This shall entail guidance on which broad spatial option, if any, performs best as a potential future development option for the area to follow, mindful of future/known legislative and policy requirements proposed over the plan period. The reports outlined should explain and justify projected carbon budgets/trajectories and provide a clear pathway to attainment.

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5 Key Stages

- 5.1 The appointed consultant will be responsible for producing a detailed programme at the outset for carrying out the work and for completion of stages by key target dates to be agreed with the Council at the initial meeting. This programme should include a detailed, step-by-step timed plan describing methodology, specific tasks, responsibilities and estimated time / resources to complete each step and is expected to be mindful of the timetable/key stages presented at Table 1 of Section 2: Specification.

6 Core outputs

- 6.1 The following should be provided as part of the commission:
- Freestanding draft report(s) to be produced in MS Word format
 - Freestanding final report(s) to be produced in MS Word and PDF format These should be in an accessible format to enable publishing on the Council's website.
 - Any additional technical work commissioned/accessed (such as outputs from Climate Tools (e.g., Task B (Table 2; Appendix 4));
 - The data and spreadsheets underpinning production of the reports/Tasks specified; and
 - Digital material, infographics and collateral which can be used on social media and digital platforms.
- 6.2 The preference is for the council to be provided with data / models or toolkits which can be updated at a later date if necessary. The quotation should include an explanation as to whether this is possible and any additional costs associated with this including any training requirements for officers to enable updating.
- 6.3 North Northamptonshire Council (NNC) shall hold copyright of all presented material. NNC shall be able to distribute the material in part or whole to any organisation or individual it determines, at no extra cost, and any proceeds of the sale will belong to the NNC.

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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 Bidder 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:

- i. Section 5: Freedom of Information; and
- ii. Section 6: Declaration.

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Contact Details and Declaration	
Question 2: Scoring Methodology: Question Answered? Yes/No	
<i>Potential Supplier contact details for enquiries about this RFQ Response</i>	
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 <i>including postcode</i>	Click to enter text.
2.1. (g) Signature <i>electronic is acceptable</i>	Click to enter text.
2.1. (h) Date	Click to enter date.

Insurance	
Question 3: Scoring Methodology: Pass/Fail	
<p align="center">Potential Suppliers who answer 'No' to any of the levels below will be eliminated from this procurement process.</p>	
<i>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.</i>	
3.1. Employer's (Compulsory) Liability Insurance at no less than £5,000,000 <i>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.</i>	Choose an item.
3.2. Public Liability Insurance at no less than £5,000,000	Choose an item.
3.3. Professional Indemnity Insurance at no less than £2,000,000	Choose an item.

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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.

General Data Protection Regulation (GDPR)		
Question 5: Scoring Methodology: Pass/Fail		
Potential Suppliers who answer 'No' will be eliminated from this procurement process.		
5.1.	The Council wants to ensure that within your business and/or in its supply chain, the processing of personal data and processes in relation to this contract are compliant with the requirements of the UK General Data Protection Regulations (UK GDPR) and Data Protection Act. Please confirm that you and your supply chain with regards to this RFQ response comply with all applicable data protection legislation including but not limited to the UK General Data Protection Regulations (UK GDPR) and Data Protection Act.	Choose an item.

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Social Value

Question 6: 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.

Important Note: Where the Potential Supplier answers in such a way, as to avoid this requirement, but still provides an answer (e.g., “we are unable to offer any benefits as a part of this Contract”), they will be deemed to have not answered the question, which may lead them failing this question and being rejected from the process.

Answer:

Click to enter text.

Understanding the project requirements

Question 7: Scoring Methodology: 20% **Word Limit:** 2500 words

Please set out your understanding of the project requirements and outline your overall approach for delivering the project. This should include:

- any suggestions relating to the need to refine the project relating to any omissions, amendments or other suggestions
- demonstration of how the consultant will comply with the government’s requirements and practice guidance and any potential changes to this during the lifetime of the project
- identifying any potential difficulties which might arise in undertaking the project
- identifying relevant sources of data
- identifying any resources required from the council
- demonstration that the consultant has no conflicts of interest if successfully appointed. Consultants should also detail what strategy would be put in place to deal with a potential conflict of interest, should it arise.

Answer:

Click to enter text.

Word Count:

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Method statement outlining how your firm will address Tasks A-I outlined in Section 2 (Scope)	
Question 8: Scoring Methodology: 30% Word Limit: 2500 words Please set out the detailed proposed methodology for addressing each of Tasks A-I.	
Answer: Click to enter text.	
Word Count:	Enter no.

Relevant experience and capabilities, staff and resources	
Question 9: Scoring Methodology: 10% Word Limit: 2500 words Please demonstrate your experience and track record of producing similar assessments including case studies where this has successfully supported the adoption of a local plan. This should include names, addresses, telephone numbers of referees from whom references may be sought and can verify the quality and services standards you currently or have recently provided in the last three years. Please also define the management structure that you would put in place to support the successful performance of this contract, and state all the personnel who will be working on the programme, with breakdown of assumed time input and costs (based on stated day-rates) on each of the tasks identified in the specification. Please outline the experience of key members of the project team, including any subcontractors who will be working on the project. Please provide CVs to support your response (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.

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Project Plan	
Question	Max Score Available: 10% Word Limit: 2000 words
10³¹: Please provide a comprehensive work programme that includes each of the tasks/ outputs referred to the Specification taking account of the key dates/milestones set out in Section 2 (Scope). You should describe the project management arrangements that will be put in place to meet the particular requirements of this project. In particular, this should include project management of reporting requirements, meetings, sign-off and escalation processes.	
Answer: Click to enter text.	
Word Count: Enter no.	

³¹ Questions 7-10 equate to 70% of the overall score. The remaining 30% is based on the quoted price/cost received as outlined at paragraph 5.3 of Section 1.

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SECTION 4: PRICING SHEET

1. Pricing and Costs

- 1.1 Please complete the Pricing Schedule at Table E, below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.
- 1.2 All prices quoted must exclude VAT.
- 1.3 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.
- 1.4 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.

TABLE E

PRICING SCHEDULE	
Please provide a fee proposal based on: <ol style="list-style-type: none">1. A breakdown of costs for tasks in the specification including details of the applicable day rates for members of the consultancy team.2. Fee proposals shall include all expenses, and inputs required to complete the work as set out above.	
A. Task A – Position Statement	£Click to enter text.
B. Task B - Carbon implications of different spatial strategies	£Click to enter text.
C. Task C - Assessment of future climate change	£Click to enter text.
D. Task D - Site Assessment Criteria & Monitoring Indicators	£Click to enter text.
E. Task E - Policy Development	£Click to enter text.
F. Task F - Costs of net zero development	£Click to enter text.
G. Task G – Carbon Offsetting	£Click to enter text.
H. Task H - Review of Strategic Plan at key stages of development	£Click to enter text.
I. Task I - Input into Examination	£Click to enter text.
J. Additional costs not otherwise specified	£Click to enter text.
K. Total Cost (A+B+C+D+E+F+G+H+I+J)	£Click to enter text.

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PRICING SCHEDULE	
This is the figure that will be used for the price evaluation, as detailed in this document.	

REQUEST FOR QUOTATION

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
1. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
2. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
3. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
4. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
5. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
6. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
7. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
8. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
9. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.

REQUEST FOR QUOTATION

INFORMATION/DOCUMENT	REFERENCE/PAGE NO.	REASONS FOR NON-DISCLOSURE	DURATION OF CONFIDENTIALITY
10. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.

REQUEST FOR QUOTATION

SECTION 6: DECLARATION

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
 - 1.1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
 - 1.2. to the best of my knowledge, the information provided is complete and accurate;
 - 1.3. the price in Section 4 is our best offer;
 - 1.4. no collusion with other organisations has taken place in order to fix the price;
 - 1.5. that there is no conflict of interest in relation to the Council's requirement;
 - 1.6. the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix 1;
 - 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
 - 1.8. 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.

REQUEST FOR QUOTATION

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.

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SECTION 8: CONTRACT AWARD

1. The Council will notify all Potential Suppliers of its intention to award a contract.
2. This will include details of the:
 - 2.1.1. Award criteria scores;
 - 2.1.2. Name of the successful provider(s).
3. The following documents shall form part of the contract between the Council and the successful provider(s):
 - 3.1.1. Specification;
 - 3.1.2. Terms and Conditions plus related Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies, etc.);
 - 3.1.3. A pricing schedule (as completed by the Potential Supplier);
 - 3.1.4. Responses to requirements; and
 - 3.1.5. A list of commercially sensitive information.

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Appendix 1: Conditions of Contract

REQUEST FOR QUOTATION

DATED

CONSULTANCY AGREEMENT

between

North Northamptonshire Council and

[CONSULTANT'S NAME]

REQUEST FOR QUOTATION

THIS AGREEMENT is made

]

BETWEEN

- (1) North Northamptonshire Council of Cedar Drive, Thrapston, **Northamptonshire**, NN14 4LZ (the “Council”); and
- (2) [XXX] (Company Registration No [XXX]) whose offices are at [XXX] (the “Consultant”).

BACKGROUND:

- (A) 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 Supplier’s Tender Response at Schedule 2, has selected the Supplier to provide the Services to the
- (B) In reliance upon the skill, knowledge and experience the Consultant has represented that it has, the Council wishes to appoint the Consultant to provide the Services.
- (C) The Consultant agrees to accept the appointment in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the definitions set out below shall apply.

“Agreement”	this professional services agreement, its terms and conditions, the schedule and any other document attached;
“Best Industry Practice”	standards, practices, methods and procedures conforming to the Laws and with all due care, skill, diligence and ability which would be expected from a skilled and appropriately experienced, qualified and trained person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Bribery Act”	the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
“Commencement Date”	TBC;
“Data Controller”	as defined in the Data Protection Legislation;
Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
“Data Subject”	as defined in the Data Protection Legislation;

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“Confidential Information”	all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party’s representatives in connection with this Agreement, including but not limited to: <ul style="list-style-type: none">a. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;b. any information developed by the parties in the course of carrying out this Agreement;c. Personal Data;d. any commercially sensitive Information.
“Consultant’s Representative”	the representative appointed by the Consultant in relation to this Agreement, whose details are set out in the Schedule 2, or such other person as the Consultant may otherwise advise in writing;
“Council’s Authorised Officer ”	the officer responsible for the monitoring and management of this Agreement, or such other person as the Council may otherwise advise in writing;
“Expiry Date”	TBC;
“Fees”	the fees payable to the Consultant by the Council under the Agreement for the full and proper performance by the Consultant of its obligations under this Agreement, as set out in the Schedule 3;
“Force Majeure Event”	any cause materially affecting the performance of the Services under the Agreement arising from any act, events, omissions, happenings or non-happenings beyond the parties reasonable control including, without limitation, acts of God, war, riot, fire, flood or any disaster affecting either of the parties but will not mean any labour dispute between the Consultant and the Consultant’s employees, agents or sub-contractors;
“Laws”	any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body which the Consultant is bound to comply with;
“Personal Data”	as defined in the Data Protection Legislation;
“Data Processor”	as defined in the Data Protection Legislation;
“Prohibited Act”	(a) offering, promising or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward: <ul style="list-style-type: none">(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; or(ii) for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council;

REQUEST FOR QUOTATION

- (b) committing any offence:
 - (i) under the Bribery Act and or the Data Protection legislation; or
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other agreement with the Council; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud the Council;
 - (v) any action that may reasonably be considered to be to the detriment of the Council and or its end user's welfare, either by positive action or by omission. Such action shall include but is not limited to; breach of the law, related to health, safety and or care, safeguarding, abuse, sexual allegations and or misconduct; financial malpractice or business continuity failure;

“Safety Legislation”	the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the Services and the health and safety of the users of such equipment;
“Schedule”	the schedules attached to this Agreement;
“Services”	the services to be provided to the Council by the Consultant and its Staff, as specified in the Schedule 1;
“Staff”	all persons employed by the Consultant to perform its obligations under the Agreement together with the Consultant's servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Agreement;
“Tender Response”	the tender response and other associated documents prepared by the Consultant as detailed in Schedule 2;
“Working Day”	Monday to Friday, excluding public holidays in England and Wales.

1.2 The interpretation and construction of the Agreement shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

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- (e) references to any party shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) the words “include”, “included”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- (g) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.
- (h) in cases of conflict the following order of precedence shall apply:
 - 1. the terms and conditions of this Agreement;
 - 2. the Services detailed in Schedule 1;
 - 3. the Tender Response detailed in Schedule 2;
 - 4. Schedule 3 and then 4.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement is for a period commencing on the Commencement Date and terminating on the Expiry Date (the “Term”), subject always to review or such lesser period as a result of the Agreement being terminated earlier in accordance with the provisions of this Agreement.
- 2.2 The Consultant confirms that:
 - 2.2.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement; and
 - 2.2.2 it has entered into this Agreement in reliance on its own due diligence.

3. THE SERVICE STANDARD

- 3.1 In performing the Services, the Consultant shall:
 - 3.1.1 comply with the terms of this Agreement and completes the Services in accordance with the requirements set out in the Schedule 1 in all material respects ensuring that, except with the consent of the Council;
 - 3.1.2 operate and deliver the Services in accordance with Best Industry Practice and in compliance and conformance with all applicable Laws;
 - 3.1.3 notify the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Services;
 - 3.1.4 co-operate with the Council in all matters relating to the Services;
 - 3.1.5 co-operate, and procure that its Staff co-operates, with the Council in carrying out any performance monitoring, at no additional charge to the Council; and
 - 3.1.6 use its best endeavours to promote the interests of the Council.
- 3.2 The Consultant shall meet all the performance requirements set out in the Specification.

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3.2.1 For the avoidance of doubt, deduction of Compensation amount from payments due to the Consultant shall not be an exclusive remedy for a particular Service Level failure.

4. FEES AND PAYMENT

- 4.1 The Consultant they shall be responsible for any costs, expenses and insurances associated with any travel required under for the provision of the Services.
- 4.2 In consideration of the performance of the Consultant's obligation under the Agreement, and upon successful completion of any milestones set out in schedule 1, the Council shall pay the Fees set out in the Schedule 3 within thirty (30) days of a correctly rendered invoice. No extra charges shall be effective unless agreed in writing and signed by the Council.
- 4.3 All invoices shall be directed to the Council's Authorised Officer.
- 4.4 The Council shall pay all undisputed invoices submitted to it by the Consultant in accordance with the payment arrangements set out in Schedule 3, to a bank account nominated in writing by the Consultant. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 4.5 The Council may reduce payment in respect of any Services which the Consultant has either failed to provide or has, in the Council's reasonable opinion, provided inadequate Services;
- 4.6 All amounts payable by the Council under the Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (the "VAT"). Where any taxable supply for VAT purposes is made under the Agreement by the Consultant to the Council, the Council shall, on receipt of a valid VAT invoice from the Consultant, pay to the Consultant such additional amounts in respect of VAT as are chargeable on the performance of the Services at the same time as payment is due for the performance of the Services.
- 4.7 If the Council fails to pay any amount properly due and payable by it under the Agreement, the Consultant shall have the right to charge interest on the overdue amount at the rate of two (2) per cent per annum above the base rate for the time being of the Bank of England, accruing on a daily basis from the due date up to the date of actual payment. This clause shall not apply to payments that the Council disputes in good faith.
- 4.8 The Consultant shall maintain complete and accurate records of the time spent and materials used by the Consultant in the performance of the Services, and the Consultant shall allow the Council to inspect such records at all reasonable times on request.
- 4.9 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Consultant and shall not constitute any admission by the Council as to the performance by the Consultant of its obligation hereunder.
- 4.10 The Council may at any time, without notice to the Consultant, set off any liability of the Consultant to the Council against any liability of the Council to the Consultant, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 4.11 Where the Consultant enters into a Sub-Contract, the Consultant shall include in that Sub-Contract:
- 4.11.1 provisions having the same effect as clauses 4.3 - 4.4 of this Agreement; and
 - 4.11.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 4.3 - 4.4 of this Agreement;
 - 4.11.3 in clause 4.11, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of)

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the whole or any part of this Agreement.

5. STATUTORY RIGHTS

- 5.1 Nothing in these conditions shall affect in any way the statutory rights of the Council or any subsequent amending or consolidating legislation.
- 5.2 A party who is not a party to this Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement expressly provides otherwise.
- 5.3 The Consultant shall at its own expense, comply in all respects with the Laws and all applicable rules and regulations and Best Industry Practice in all matters arising in the performance of or in connection with the Agreement.

6. MONITORING

- 6.1 The Consultant's performance of the Services shall be monitored by the Council's Authorised Officer, who shall be entitled to make recommendations to the Consultant for improving the standard of the Consultant's performance in undertaking the Services.
- 6.2 The Consultant's Representative will meet regularly with the Council's Authorised Officer (the "Liaison Meetings") upon receiving a request to do so, to discuss the Services being provided by the Consultant and to provide the Council with progress reports.
- 6.3 At Liaison Meetings the Council's Authorised Officer and the Consultant's Representative will review, among other things, the Consultant's performance, key performance indicators (the "KPIs") where applicable, progress-to-date on provision of the Services, and any issues relating to the performance of the Services.
- 6.4 The Council's Authorised Officer shall keep minutes of all Liaison Meetings.

7. ANTI-BRIBERY AND MODERN SLAVERY ACT REQUIRMENT

- 7.1 The Consultant shall:
 - 7.1.1 comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act and Modern Slavery Act 2015;
 - 7.1.2 maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with all applicable anti-bribery and anti-corruption legislation;
 - 7.1.3 use reasonable endeavours to ensure that all persons associated with the Consultant (as defined by section 8 of the Bribery Act) including any sub-contractors and suppliers comply with this clause;
 - 7.1.4 implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chain, to ensure that there is no slavery or human trafficking in its supply chain;
 - 7.1.5 use reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice.

8. EQUALITIES

- 8.1 The Consultant shall (and shall procure that its Staff shall) not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination in

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employment including but not limited to the Equality Act 2010, and shall (and shall procure that its Staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Services.

9. SAFEGUARDING

9.1 The Consultant acknowledges that in performing the Agreement it may have access to vulnerable adults and or children, their personal data and confidential information relating to them or members of the public and accordingly the Consultant shall ensure that no member of Staff or person is permitted to carry out work in connection with this Agreement where the Security Check (the "Security Check" means security cleared to the standard required for Staff via the Disclosure and Barring Service) reveals any conviction, caution, pending prosecution, binding over order or other criminal record or any soft information that would give a prudent and responsible Council cause for concern in the context of this Agreement. For the avoidance of doubt, and without prejudice to the generality of the foregoing, the Consultant shall ensure that no person who appears on any statutory barred list shall carry out any work in connection with this Agreement.

10. PROTECTION OF DATA

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and any applicable Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Consultant is the Data Processor.

10.3 Without prejudice to the generality of clause 10.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultant for the duration and purposes of this Agreement.

10.4 Without prejudice to the generality of clause 10.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this Agreement:

- (a) process that Personal Data only on the written instructions of the Council, unless the Consultant is required by applicable Laws to otherwise process that Personal Data. Where the Consultant is so required, it shall promptly notify the Council before processing the Personal Data, unless prohibited by the applicable Laws;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - (i) the Council or the Consultant has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;

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- (iii) the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Consultant complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
 - (d) notify the Council immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Council immediately and in any event within 24 hours on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
 - (g) at the written direction of the Council, delete or return Personal Data and copies thereof to the individual on termination or expiry of the Agreement unless required by the applicable Laws to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Council or the Council's designated auditor.
- 10.5 The Consultant shall indemnify the Council against any losses, damages, cost or expenses incurred by the Council arising from, or in connection with, any breach of the Consultant's obligations under this clause 10.
- 10.6 Where the Consultant intends to engage a Sub-Contractor pursuant to clause 4.10 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
- (a) notify the Council in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent to the processing;
 - (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 10.
- 10.7 Either party may, at any time on not less than thirty (30) Working Days' written notice to the other party, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 10.8 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

11. FREEDOM OF INFORMATION

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- 11.1 The Consultant recognises that the Council has information disclosure obligations under the Freedom of Information Act 2010 (“FOIA”) and the Environmental Information Regulations (“EIR”). The Consultant agrees to provide such assistance and support as may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with these information disclosure obligations in respect of matters relating to or arising out of this Agreement.
 - 11.2 In the event that a request made to the Council for access to information under the FOI or the EIR, or any notice, recommendation or complaint is made to or against the Council in relation to its obligations under the FOIA or EIR, the Consultant will within five (5) Working Days of the date of a request from the Council provide to the Council, any details in its possession relating to this Agreement or to the Consultant as the Council may require to deal with such access request or deal with such notice, recommendation or complaint.
 - 11.3 The Consultant acknowledges the Council may be obliged under the FOIA or EIR to disclose information to third parties, including information relating to the appointment of the Consultant to provide the Services under this Agreement, and the terms of this Agreement, subject to certain exemptions. The Consultant further acknowledges and accepts that the decision to disclose information and the application of any such exemptions under the FOIA or EIR will be at the Council’s sole discretion PROVIDED THAT the Council shall act reasonably and proportionately in determining whether any exemptions under the FOIA or EIR may apply to protect the Consultant’s legitimate commercial interests trade secrets.
12. TRANSPARENCY
 - 12.1 The Consultant acknowledges that Council has information publication obligations the Local Government Transparency Code 2014, and agrees that this Agreement (including the Schedules), and any documentation including but not limited to requests for quotes, advertisement issued by the Council seeking expressions of interest, the pre-qualification questionnaire and the tender documents (the “Procurement Documents”) issued by the Council in relation to this Agreement are not Confidential Information, and may be published by the Council, save where in the reasonable opinion of the Council the contents of the Agreement or the Procurement Documents are exempt from disclosure under the FOIA or EIR in which case, the Consultant consents to the Agreement or Procurement Documents being redacted by the Council to the extent necessary to remove or obscure the exempt content, and to publication subject to those redactions.
13. CONFIDENTIALITY AND COUNCIL’S PROPERTY
 - 13.1 Subject to clause 10 (Protection of Data), clause 11 (Freedom of Information) and Clause 12 (Transparency), the Consultant shall not, without the prior written consent of the Council,, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information received by it in relation to the Services or to the Council’s business generally.
 - 13.2 The restriction in clause 13.1 does not apply to:
 - 13.2.1 any information required to be disclosed by an order of court or other tribunal or required to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation; or
 - 13.2.2 any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Consultant; or
 - 13.2.3 any disclosure authorised by the Council.
 - 13.3 All designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, 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

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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.

- 13.4 All existing and future intellectual property rights and proprietary rights including copyright and all other rights of a like nature conferred under the laws of the United Kingdom (and all other countries of the World) in all works conceived originated or made by the Consultant pursuant to the Services (“Intellectual Property”) shall rest with the Consultant.
- 13.5 The Consultant shall hereby grant the Council exclusive and irrevocable licence to use the Intellectual Property for all purposes connected with this Agreement, including any documents or other works prepared by the Consultant its Staff and any substitutes and subcontractors.
- 13.6 The Consultant warrants and represents that the Intellectual Property will not infringe any intellectual property rights of which a third party is the proprietor. The Consultant agrees to indemnify the Council against any and all liability, loss, damages, costs and expenses which the Council or a third party may incur or suffer as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Council by a third party alleging infringement of its intellectual property rights by reason of the use or exploitation of the Intellectual Property.
- 13.7 The Council may at any time (whether before or after completion of the Services, or after termination) request a copy or copies of (some or all of) the Material from you, at no additional cost to the Council and you shall provide the copy (or copies) to the Council within a reasonable period of time and in both re-writable and pdf format).

14. INDEMNITY

- 14.1 Without prejudice to any other provision of this Agreement, the Consultant will fully indemnify the Council against any claims made against it as a result of any failure by the Consultant to comply with any statutory provision to be observed or performed in connection with the provision of the Services.
- 14.2 The Consultant’s liability to indemnify the Council arising under clause 14.1 will be without prejudice to any other right or remedy of the Council arising under this Agreement.

15. INSURANCE

- 15.1 The Consultant will throughout the Term 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 carrying out or failing to carry out its obligations under the Agreement or for which it may become liable to the Council under clause 14, including:
 - (i) public liability insurance cover in the minimum sum of £5,000,000.00 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;
 - (ii) Employers liability insurance in the minimum sum of £5,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited;
 - (iii) professional indemnity insurance against the risk of professional negligence on the part of the Consultant or its Staff in the minimum sum of £2,000,000.00 in respect of each and every claim or series of claims arising from any one event.
- 15.2 The Consultant shall continue to maintain the above policies of insurance for a 12-year period following the termination of the Agreement subject to such insurance being available at commercially reasonable rates.
- 15.3 Upon request, the Consultant will provide the Council with details of the policies of insurance (by way of insurer’s certificate) effected in accordance with clause 15.1, so as to demonstrate that clause 15.1 is being complied with.

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15.4 The Consultant will immediately inform the Council of any failure or inability to maintain insurance in accordance with clause 15.1 and of any circumstances likely to render such insurance void or voidable in order that the Consultant and the Council can discuss the means of best protecting their respective positions in the absence of such insurance.

16. TERMINATION OF AGREEMENT

16.1 The Council may terminate this Agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- (i) Fails to deliver the Tasks set out in Section 2.15 of the Specification on more than one occasion.
- (ii) 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;
- (iii) 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);

16.2 In the event of:

16.2.1 the passing by the Consultant of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Consultant or the dissolution of the Consultant; or

16.2.2 the making of an administration order in relation to the Consultant or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Consultant's assets; or

16.2.3 the Consultant making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;

the Council may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Agreement forthwith by notice and the Consultant shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

16.2 Without prejudice to the Parties other rights and remedies, either party may forthwith terminate the Agreement by notice if the other:

16.2.1 commits or attempts a Prohibited Act;

16.2.2 fails to comply with Best Industry Practice, Safety Legislation and or the Laws;

16.2.3 commits any material breach of the terms of this Agreement and fails to remedy such breach within seven (7) days of being given written notice to do so by the other; or

16.2.4 fails to perform its obligations under the Agreement,

and the Consultant shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

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16.3 The Council may terminate this agreement if it reasonably believes that the circumstances set out in regulation 73(1) of the Public Contract Regulations 2015 apply.

16.4 Notwithstanding the generality of this clause 16 the Council shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving one month's written notice to the Consultant.

17 ASSIGNMENT AND SUB-CONTRACTING

17.1 The Consultant shall not assign or sub-contract the Services under this Agreement, or any part thereof, without the permission of the Council in writing. Assignment or sub-contracting any part of the Services shall not relieve the Consultant of any obligation or duty attributable to the Consultant under this Agreement. The Consultant shall be responsible for the acts and omissions of its assignees and sub-contractors as though they were its own. Where the Council has consented to the placing of an assignment or sub-contracts, copies of each contract of assignment or sub-contract shall be provided by the Consultant to the Council within two (2) Working Days of issue.

18. DISPUTES

18.1 If the Council reasonably believes that the Services are deficient, the Consultant shall be formally notified in writing by the Council, inviting the Consultant at the earliest possible opportunity to discuss the matter and giving clear indications as to how the Services have not been satisfactory.

18.2 After such discussions, the Consultant shall remedy any agreed faults within an agreed, reasonable timescale. Once the Council has formally notified the Consultant of any such deficiencies, it shall be entitled to withhold payment of any invoices which the Consultant has submitted (or may submit) for the Services, or part pay any such invoices as it sees fit until such time as the agreed faults have been remedied.

18.3 If the Consultant is unable or unwilling to remedy the above faults, the Council may terminate this Agreement forthwith; if the Consultant feels that the Services are not deficient or that the Council has been unfair in its judgment of the quality of the Services, and the parties are unable to come to an agreement on the matter amicably between them, the matter may be resolved by reference to an independent mediator who is acceptable to both parties, and whose decision both parties agree shall be final. Both parties shall share the cost of mediation.

19. NOTICES

19.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing. Any such notice, request, demand, consent or approval shall in the case of the Council be sent to the Council's Authorised Officer at the Council's address as set out at the beginning of this Agreement and in the case of the Consultant, to the Consultant's Representative at the Consultant's registered office address as set out at the beginning of this Agreement.

19.2 Notices may be delivered by hand or sent by post. If sent by post, a notice shall be deemed to have been received on the second Working Day following the date of posting. If sent by registered post or recorded delivery, it shall be deemed to have been received on the date and time receipt was acknowledged.

20. NO WAIVER

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

21. FORCE MAJEURE

Neither party shall be liable for delay in performing or failing to perform its obligations under this Agreement if the delay or failure results from Force Majeure. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent

REQUEST FOR QUOTATION

to that during which performance is prevented provided that if such delay or failure persists for more than one month nothing in this clause shall be taken to limit or prevent the exercise of the right to terminate under clause 16.

22. ACCRUED RIGHTS AND REMEDIES

The termination of the Agreement will not prejudice or affect any claim, right, action or remedy that will have accrued or will thereafter accrue to either party.

23. RIGHTS AND DUTIES RESERVED

All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved.

24. SURVIVAL OF TERMS

The terms of the Agreement will (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by the Consultant.

25. PUBLICITY AND BRANDING

The Consultant shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use the Council's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Council's Authorised Officer.

26. AUTHORITY TO ENTER INTO THE AGREEMENT

Each of the parties warrants its power to enter into this Agreement and that it has obtained the necessary approvals to do so.

27. ENTIRE AGREEMENT

27.1 This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the others employees, representatives or agents and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party agrees that it 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

29. NO PARTNERSHIP OR AGENCY

REQUEST FOR QUOTATION

29.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to bind or make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. VARIATION

30.1 This Agreement may only be varied by a document signed by both parties.

31 EXTENSION

Subject to satisfactory performance by the Consultant, the Council may wish to extend this Agreement for a further period of up to 6 months. The Council may approach the Consultant if it wishes to do so before the end of the Expiry Date. The agreed terms and conditions in the Agreement will apply subject to any variation throughout any such extended period.

32. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Agreement has been entered into on the date stated at the beginning of it.

REQUEST FOR QUOTATION

Signed on behalf of the COUNCIL by:

.....
Authorised Officer

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Signed on behalf of the CONSULTANT by:

(1) Signature (Director)

Print

Director/Secretary

(2) Signature

Print

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SCHEDULE 1 - THE SERVICES

REQUEST FOR QUOTATION

SCHEDULE 2 - TENDER RESPONSE

REQUEST FOR QUOTATION

SCHEDULE 3 - FEES



Appendix 2: Extract of ClientEarth Letter

274 Richmond Road
London E8 3QW
United Kingdom
+44 (0)20 7749 5970 / tel
+44 (0)20 7729 4568 / fax

info@clientearth.org
www.clientearth.org

By email

2 September 2019

Dear ...

...Local Plan – the need for robust carbon reduction targets

ClientEarth is an environmental law charity.¹ We are lawyers working in the public interest to secure a healthy environment for the citizens of the UK and the world.

We are writing to invite you to put your area on a credible path to achieving net zero emissions by setting robust carbon reduction targets and integrating them throughout your Local Plan.

This step is required by law, with the consequence that any plan that fails to demonstrate consistency with robust local targets will be unlawful and at risk of legal challenge. This step is also vital given the urgent need to reduce greenhouse gas emissions to address the climate crisis and to meet the UK's new net zero target.

Taking such action will bring substantial benefits and opportunities to your communities.

The climate emergency and local planning

In April this year, the Environment Agency published its Climate Impacts Tool. Its planning scenario sees England experiencing (i) 11.7°C increases in average summer temperatures,

- (ii) 75% more winter rainfall, (iii) 59% less summer rainfall, (iv) 105% higher peak river flows,
- (v) 1m of sea level rise, and (vi) an additional 70cm of storm surge.² These are national averages with some areas expected to experience even more extreme changes. The Environment Agency has also warned that many parts of England could face "significant water deficits" by 2050 due to drier and hotter summers,³ and that increased flooding and coastal change threaten to have a "direct long term impact" on local economies.⁴

Under the Paris Agreement 2015 the UK is committed to following a decarbonisation pathway that aims to limit the global average temperature increase to 1.5°C, while ensuring it is held to "well below" 2°C,⁵ by taking steps reflecting its "highest possible ambition".⁶ In June, the UK passed legislation to revise the Climate Change Act target to an emissions reduction of "at least 100%" by 2050 ('net zero'),⁷ in line with the advice of the Committee on Climate Change (CCC).⁸



Following the introduction of the UK's net zero target, the Royal Town Planning Institute (RTPI) released a report stating that “nothing should be planned without having successfully demonstrated it is fit to take its place in a net- zero emissions future”. The RTPI explain that “it makes no sense, economically, socially or environmentally, for what is planned and built today to be delivered in a form, or in places, that will require costly retrofitting tomorrow.”⁹

Local authorities have a crucial role to play in ensuring that the UK meets its net zero target. A steadily growing number have declared climate emergencies and local net zero targets, with cross-party support.¹⁰ Consistent with law and policy, some authorities such as Greater Manchester have included their net zero targets in their emerging plans.¹¹

Law and policy require the integration of robust carbon targets

Local Plans are required by planning and environmental legislation to contribute proactively to meeting national and international climate commitments.

In particular, section 19(1A) of the Planning and Compulsory Purchase Act 2004 (PCPA) requires that a local authority's development plan documents must:

(taken as a whole) include policies designed to secure that the development and use of land in the local planning authority's area contribute to the mitigation of, and adaptation to, climate change.

It is only by setting local carbon reduction targets by reference to wider national and international targets – and demonstrating proposed policies' consistency with local targets – that it is possible to establish and track an area's contribution to the mitigation of climate change (and for policies to be “designed to secure” that local land use and development mitigates climate change). In this sense, section 19(1A) makes emissions reduction a central, organising principle of plan-making.

In addition to section 19(1A) PCPA, the updated National Planning Policy Framework (NPPF) maintains the requirement that “the planning system should support the transition to a low carbon future in a changing climate.” In particular:

[i]t should help to: shape places in ways that contribute to radical reductions in greenhouse gas emissions ... Plans should take a proactive approach to mitigating and adapting to climate change ... [i]n line with the objectives and provisions of the Climate Change Act 2008.¹²

The Government emphasises the importance of local planning policy in delivering compliance with the UK's carbon budgets in its Clean Growth Strategy:

Local areas are best placed to drive emission reductions through their unique position of managing policy on land, buildings, water, waste and transport. They can embed low carbon measures in strategic plans across areas such as health and social care, transport, and housing ... Local leaders are already rising to the challenge and putting local carbon targets and strategies in place.¹³

The national Planning Practice Guidance (PPG) refers to addressing climate change as “one of the core land use planning principles” that should “underpin both plan-making and



decision-taking." The PPG also refers to the need for local planning authorities to undertake a "robust evaluation of future emissions", including consideration of "different emission sources, likely trends taking into account requirements set in national legislation, and a range of development scenarios." It also states that "sustainability appraisal should be used to test different spatial options in plans on emissions."¹⁴

Separately, the Environmental Assessment of Plans and Programmes Regulations 2004 (which implement the Strategic Environmental Assessment (SEA) Directive) require that a development plan document's cumulative climate impacts are assessed and taken into account.¹⁵ Among other things, this includes assessing the consistency of proposed policies with all relevant climate objectives and targets.¹⁶

In addition, under section 33A of the PCPA, local planning authorities are under a duty to cooperate with other local planning authorities in preparing Local Plans where strategic matters – such as "planning measures to address climate change mitigation"¹⁷ – have impacts across administrative boundaries.

Finally, monitoring obligations require local planning authorities to report on an annual basis against any targets or indicators included in Local Plans.¹⁸

In view of these key legal and policy requirements, there is a duty on decision makers to ensure that Local Plan policies are designed to secure emissions reductions that are at least consistent with the UK's national and international commitments. Doing so requires:

- i. setting a local carbon target framework based on a comprehensive assessment of local carbon reduction potential, taking into account national and international climate targets;**
- ii. demonstrating proposed planning policies' consistency with this local target framework; and**
- iii. monitoring performance on at least an annual basis using relevant indicators.**

This is consistent with guidance from the RTP1 and the Town and Country Planning Association (TCPA), which states that Local Plans need to be able to demonstrate and track how local policy contributes to meeting the target regime under the Climate Change Act.¹⁹ Following the release of the Intergovernmental Panel on Climate Change's *Special Report on Global Warming of 1.5°C*,²⁰ the TCPA reiterated this, stating that:

[L]ocal government must carbon- also act now to ensure all its plans have clear Any plan which does not reduction targets. breach of the have a target is clearly in NPPF.²¹

These obligations in respect of emissions are in addition to the corresponding duty in respect of adaptation to climate change, which requires at a minimum that authorities plan in line with Environment Agency advice and support the delivery of national policy including the National Adaptation Programme.²²

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Next steps

As part of your current plan-making process, we invite you to set a target framework based on a comprehensive assessment of local carbon reduction potential and to integrate this throughout your Local Plan.

Each area's circumstances are different, but there are a number of resources available to assist with this process. In addition to government data on emissions at national²³ and local²⁴ levels, there is the government -funded SCATTER model that authorities such as Greater Manchester are using to set net zero targets and design consistent policy frameworks.²⁵

Taking strong action on emissions can deliver substantial net benefits to local communities. Government research has found that such action can improve people's health, reduce energy costs, create employment, enhance community cohesion and restore local ecosystems.²⁶

Integrating robust carbon reduction targets in your Local Plan is a vital step towards taking sustainable, efficient and resilient decisions today. We look forward to hearing from you as to whether you intend to do so and invite your response by **28 October 2019**.

We have sent this letter to a number of other local authorities across the country. In developing our future engagement strategy on this issue – including possible litigation – we intend to take into account all responses received. We are otherwise open to requests for guidance at any time and hope to be able to support you in taking action on climate change in a way that complies with your legal duties and benefits your communities.

Please send your response to this letter by email to@clientearth.org.

Yours sincerely

ClientEarth



- ¹ ClientEarth (<https://www.clientearth.org/>) has offices in London, Brussels, Berlin, Madrid, Warsaw and Beijing (registered in England and Wales, Charity Registration No. 1053988. Company Registration No. 2863827).
- ² <https://www.gov.uk/government/publications/climate-impacts-tool>.
- ³ <https://www.gov.uk/government/speeches/escaping-the-jaws-of-death-ensuring-enough-water-in-2050>.
- ⁴ Environment Agency, 'Draft National Flood and Coastal Erosion Risk Management Strategy for England', May 2019 (https://consult.environment-agency.gov.uk/fcrm/national-strategy-public/user_uploads/fcrm-strategy-draft-final-1-may-v0.13-as-accessible-as-possible.pdf), p. 48.
- ⁵ Paris Agreement 2015, Article 2.1(a).
- ⁶ Paris Agreement 2015, Article 4.3.
- ⁷ <https://www.gov.uk/government/news/uk-becomes-first-major-economy-to-pass-net-zero-emissions-law>.
- ⁸ CCC, 'Net Zero: The UK's contribution to stopping global warming', May 2019 (<https://www.theccc.org.uk/wp-content/uploads/2019/05/Net-Zero-The-UKs-contribution-to-stopping-global-warming.pdf>).
- ⁹ <https://www.rtpi.org.uk/briefing-room/news-releases/2019/july/planning-out-of-sync-with-net-zero-carbon-future.-rtpi-report-finds/>. See also <https://www.rtpi.org.uk/briefing-room/news-releases/2019/june/rtpi-launches-resource-planning-for-climate-action-campaign/>.
- ¹⁰ See <http://climateemergency.uk/blog/map-of-local-council-declarations/>.
- ¹¹ <https://www.greatermanchester-ca.gov.uk/what-we-do/housing/greater-manchester-spatial-framework/gmsf-full-plan/>.
- ¹² Ministry of Housing, Communities & Local Government, 'National Planning Policy Framework', February 2019, p. 44 (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/810197/NPPF_Feb_2019_revised.pdf).
- ¹³ Department for Business, Energy and Industrial Strategy (BEIS), 'Clean Growth Strategy', 2017, p. 118 (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/700496/clean-growth-strategy-correction-april-2018.pdf).
- ¹⁴ <https://www.gov.uk/guidance/climate-change> (paras 1 and 7; revision date: 06/03/2014).
- ¹⁵ Environmental Assessment of Plans and Programmes Regulations 2004, reg. 8(3) and Sch. 2, para 6 ("The likely significant effects on the environment, including *short, medium and long-term effects, permanent and temporary effects, positive and negative effects, and secondary, cumulative and synergistic effects*, on issues such as—
(a) biodiversity; (b) population; (c) human health; (d) fauna; (e) flora; (f) soil; (g) water; (h) air; (i) *climatic factors*;
(j) material assets; ... and (m) *the inter-relationship between the issues referred to in sub-paragraphs (a) to (l).*").
- ¹⁶ European Commission, 'Guidance on Integrating Climate Change and Biodiversity into Strategic Environmental Assessment', 2013, p. 42 (<http://ec.europa.eu/environment/eia/pdf/SEA%20Guidance.pdf>) ("An important function of SEAs is to assess the consistency and coherence between the proposed [plan or programme] and the relevant policy objectives and targets for ... climate change. ... These objectives (and any environmental considerations) must be assessed when an SEA is prepared. ... The SEA process should identify the policy objectives for ... climate change which may be relevant for the proposed [plan or programme] and clearly describe whether it facilitates or contradicts their achievement.").
- ¹⁷ NPPF, para 20(d).
- ¹⁸ Planning and Compulsory Purchase Act 2004, s 35; Town and Country Planning (Local Planning) (England) Regulations 2012, reg 34.
- ¹⁹ See TCPA / RTPI, 'Rising to the Climate Crisis – A Guide for Local Authorities on Planning for Climate Change', December 2018, p. 9 (<https://www.tcpa.org.uk/Handlers/Download.ashx?IDMF=fd66dbe5-2b88-4acf-b927-256a82db9abe>) ("Local planning authorities are bound by the legal duty set out in Section 19 of the 2004 Planning and Compulsory Purchase Act, as amended by the 2008 Planning Act, to ensure that, taken as whole, plan policy contributes to the mitigation of, and adaptation to, climate change. This powerful outcome-focused duty on local planning clearly signals the priority to be given to climate change in plan-making. In discharging this duty, local authorities should consider paragraph 149 of the NPPF and ensure that policies and decisions are in line with the objectives and provisions of the Climate Change Act 2008 ... and support the National Adaptation Programme. For the sake of clarity, this means that local plans should be able to demonstrate how policy contributes to the Climate Change Act target regime, and this, in turn, means understanding both the baseline carbon dioxide emissions and then the actions needed to reduce emissions over time – which, in turn, means that annual monitoring reports should contain ongoing assessments of carbon performance against the Climate Change Act target."). See also TCPA, 'Planning for the climate challenge? Understanding the performance of English Local Plans', 2016

(<https://www.tcpa.org.uk/Handlers/Download.ashx?IDMF=7d92ec4c-09f7-4b21-9d22-b1aad77fd062>). The TCPA also runs free training seminars on climate change and planning.

- ²⁰ IPCC, 'Global warming of 1.5°C – An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty – Summary for Policymakers', October 2018 (https://www.ipcc.ch/site/assets/uploads/sites/2/2019/05/SR15_SPM_version_report_LR.pdf).
- ²¹ <https://www.tcpa.org.uk/news/government-must-radically-change-planning-policy-to-deal-with-climate-change>.
- ²² <https://www.gov.uk/government/publications/climate-change-second-national-adaptation-programme-2018-to-2023>.
- ²³ <https://www.gov.uk/environment/greenhouse-gas-emissions>.
- ²⁴ <https://www.gov.uk/government/collections/uk-local-authority-and-regional-carbon-dioxide-emissions-national-statistics>
("These estimates are intended as a resource to help those working on local or regional indicators and inventories as part of their efforts to reduce carbon dioxide emissions. On their own, however, they cannot give all the information necessary to plan and monitor the progress of all local emissions reduction initiatives, this may require additional monitoring at the local level.").
- ²⁵ <https://scattercities.com/>. See also Anthesis, 'Playing Our Full Part – How Manchester's Residents and Businesses can benefit from ambitious action on climate change – Technical Appendix' (<http://www.manchesterclimate.com/sites/default/files/Appendix%201%20Manchester%2038%20Technical%20Report%2011.11.18.pdf>) ("Technology and sector specific intervention modelling has been performed and overlaid against the carbon budget calculated by the Tyndall Centre. This has been processed using the SCATTER tool. This BEIS-funded tool provides regions with the opportunity to standardise their greenhouse gas target setting aligned with UK and international reporting standards. Through the combination of multiple tools and data sources, SCATTER supports UK cities, regions and boroughs to set emission reduction budgets and define appropriate abatement pathways to achieve them. It was first developed and piloted for the Greater Manchester region and recently showcased at the inaugural 2018 Mayor's Green Summit. It has subsequently been applied to 5 further Core City regions in the UK.").
- ²⁶ Aether (for the Department of Energy and Climate Change (DECC)), 'Scoping study on the co-benefits and possible adverse side effects of climate change mitigation: Final report', 2016 (<https://www.gov.uk/government/publications/climate-change-mitigation-the-co-benefits-and-possible-adverse-side-effects>). A 2015 review for Bristol demonstrated these benefits at the local level (<http://bristol.ac.uk/cabot/media/documents/bristol-low-carbon-cities-report.pdf>). Recent research has also found that the UK's 50 largest cities and towns could save £7 billion annually and create over 90,000 years' worth of additional employment (see local-level data at <http://www.candocities.org/>). See also <https://www.cccep.ac.uk/case-study/low-carbon-cities-cutting-emissions-and-improving-lives-in-the-worlds-evolving-cities/>.

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Appendix 3: Adaptation - Local threats to Northamptonshire as a result of climate change

- 1.1 The NPPF defines adaptation as “*adjustments made to natural or human systems in response to the actual or anticipated impacts of climate change, to mitigate harm or exploit beneficial opportunities.*” In this context Adaptation planning takes time, especially for infrastructure, buildings and the natural environment. In the context of the local plan and combating climate change this means actions need to start now to avoid “lock in” to high levels of risk in 2050 and beyond.
- 1.2 As outlined in the NPPF (para 149), local plans should take a proactive approach to mitigating and adapting to climate change, taking into account the long-term implications for flood risk, coastal change, water supply, biodiversity and landscapes, and the risk of overheating from rising temperatures. Furthermore, plan policies should support appropriate measures to ensure the future resilience of communities and infrastructure to climate change impacts.
- 1.3 In the context of the emissions outlined above and the need for local plans to cut these, the key threats for Northamptonshire from Climate Change are broadly aligned with the themes outlined in the 2017 CCRA, with 6 priority risk areas outlined below³².
- 1.4 The Northamptonshire Climate Change Strategy 2020-23 provides a local response to these issues, amongst other priorities, and provides further context on how these risk areas will impact locally. It is in this overarching context that the Local Plan for North Northamptonshire is to be prepared:
 - a. **flooding and coastal change risks to communities, businesses and infrastructure**
 - 1.5 Northamptonshire has both large swathes of agricultural land and urbanised town centres and these provide the ideal conditions for surface water flooding, with this posing the greatest source of flood risk for our residents (57,000 residential properties are already predicted at risk before accounting for future climate change). The speed at which surface water flooding can occur can be difficult to respond to, particularly if pre-emptive measures have not been taken to mitigate its risk. With climate projections outlining the UK will experience hotter drier summers, milder wetter winters, rising sea levels and more extreme weather events, the need to mitigate and adapt to flood risk is a key consideration for the plan.
 - b. **to health, well-being and productivity from high temperatures**
 - 1.6 Future climate changes are projected to result in higher average temperatures and this will create adverse risks to health, wellbeing and productivity. Older people are particularly vulnerable to detrimental health impacts associated with

³² These threats are derived from the Northamptonshire Climate Change Strategy 2020-23. This is available online at: <https://www.northamptonshire.gov.uk/councilservices/environment-and-planning/climate-change/Pages/climate-change-strategy.aspx>

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high temperatures and Northamptonshire follows the UK trend in having an expanding aging population. People aged 65+ represented 16% of the overall population of North Northamptonshire in 2018. This is projected to steadily rise, reaching 22%³³ by 2043. Coupled with a growing population overall, it is clear we need to plan to mitigate and adapt to this threat across the built environment, including the health sector.

c. shortages in the public water supply and for agriculture, energy generation and industry with impacts on freshwater ecology

- 1.7 Climate change will result in changes in the way that water circulates through the water cycle and this, coupled with significant population growth, is likely to place a great degree of stress on the availability of water in the future.
- 1.8 North Northamptonshire is located in the driest region of the UK with low rainfall (71% of the UK average) and high evaporation losses. Water resources are already under pressure and the region is designated as area of serious water stress by the Environment Agency where opportunities for new water resources are limited³⁴.
- 1.9 This presents a risk to the economy, with the availability of water for irrigation likely to become a serious limiting factor to agricultural production and a likely increase in demand for freshwater use for cooling in energy generation expected to rise significantly. The public water supply will also be impacted and the ecology of rivers and lakes may alter in response to reduced water availability, particularly during the summer months which could have a devastating effect on biodiversity as well as detracting from the amenity value of these environments.
- 1.10 Present action has focussed on reducing demand with water companies, abstractors and governments working together to facilitate changes in water consumption behaviour. Adapting to a changing climate will require a shift in the way we live our lives and action to conserve water is an immediate priority given the uncertainty of its future availability.

d. to natural capital, including terrestrial, coastal, marine and freshwater ecosystems, soils and biodiversity

- 1.11 Many ecosystems have already begun to adjust and adapt to the impacts of climate change but it is likely their future capacity to do so in future will be constrained by the increasing pressures of habitat loss and fragmentation, pollution, over-exploitation of resources and the spread of invasive species.

³³ ONS (2020). 2018-based subnational principal population projections for local authorities and higher administrative areas in England (Mid-Year estimates)
<https://www.ons.gov.uk/peoplepopulationandcommunity/populationandmigration/populationprojections/datasets/localauthoritiesinenglandtable2>

³⁴ <https://www.anglianwater.co.uk/siteassets/household/about-us/revised-draft-drought-plan-2019.pdf>

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1.12 A key risk to natural capital associated with a changing climate is the deterioration of productive agricultural land. Higher levels of soil aridity, coupled with reduced availability of water for irrigation is likely to impact upon crop yields and farming versatility, thus hampering the agricultural output of UK farms and threatening national food security.

1.13 Furthermore, loss of habitat and the corresponding breakdown of ecosystems in terrestrial, coastal and marine environments can not only result in the depletion of species populations, and therefore biodiversity, but also the ability for natural carbon storage which will become increasingly critical as levels of carbon dioxide in the atmosphere continue to rise.

e. to domestic and international food production and trade

1.14 Although a changing climate may present opportunities to increase domestic food production, the condition of soils and availability of water, both of which are already impacted by climate change, are likely to become limiting factors to realising these opportunities.

1.15 Parts of southern eastern and central England have already been identified as likely to become unviable for some farming activities due to the intensive water requirements of these. The forecasted trend for wetter winters is also likely to exacerbate soil compaction and erosion and severely impact on agricultural productivity.

1.16 Climate change is likely to shift the balance of food production between areas, both nationally and internationally. These changes will influence markets, trade and domestic prices – the impacts of which are likely to disproportionately affect farmers and lower income households.

f) new and emerging pests and diseases and invasive non-native species, affecting people, plants and animals

1.17 Pests, diseases and invasive non-native species are a threat to the environment and the services and benefits it delivers, as well as being problematic for our homes, gardens and the wider landscape. These pressures are likely to be exacerbated by climate change, with a significant chance of an increase in pathogens from both domestic and international sources.

1.18 There are a number of threats from invasive species and emerging diseases both nationally and local to Northamptonshire. Two specific examples include the spread of Ash tree die-back (*Chalara*) and the invasive “Killer Shrimp” (*Dikerogammarus villosus*).

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Appendix 4 – Range of Available Climate Tools

CLIMATE TOOLS		Adaptation	Mitigation	Climate justice	Plan making	Development management
Adaptation Catalyst - supporting adaptation strategies		●			●	●
BEST - valuing the benefits of blue-green infrastructure		●	●			●
BlueHealth - collecting information on blue infrastructure		●			●	●
BREEAM - Building Research Establishment Environmental Assessment Method		●	●		●	●
Building with Nature Standards and Accreditation		●	●	●	●	●
Climate Just - highlighting climate disadvantage		●		●	●	●
Climate View - carbon neutral transition tool			●		●	
Heat Resilient Cities Toolkit		●			●	
Natural Capital Planning Tool - implementing environmental net gain		●	●			●
Neighbourhood Planning in a Climate Emergency		●	●		●	
Overheating Toolkit - mitigating overheating risk in new homes		●			●	●
Planning for Renewable and Low Carbon Energy: a toolkit for planners			●	●	●	
RESIN - Climate resilient cities and infrastructures		●			●	
SCATTER - Setting City Area Targets and Trajectories for Emissions Reduction			●		●	●
THERMOS - optimising district energy network planning processes			●		●	●
Transport for New Homes checklist			●			●
Tyndall Carbon Targeter Tool - carbon targets by local authority area			●		●	
UKGBC Policy Playbook - driving sustainability in new homes		●	●		●	

