**Heritage & Museums Service**

**Leicestershire County Council**

**REQUEST FOR QUOTATION (RFQ)**

**FOR AN INDEPENDENT ADVISOR CONSULTANCY TO help deliver an ace funded LEARNING PROJECT**

**NOVEMBER 2020 TO JANUARY 2021**

 ***Museum and Heritage Learning Development Project***

Issue Date: 30th October 2020

Return Date: 11th November 2020 12:00 Noon

## Background

LCC Heritage and Museums Service has recently been restructured, which has brought together the learning offer for 5 sites under a single officer, to help improve quality across the service. The long-term sustainability of these offers was an area of concern before COVID 19 and is now critically in need of review. A relevant, engaging and high-quality learning offer is a fundamental principal of our service, a key means of sharing our unique stories and generating income.

COVID 19 presents us with a challenge in how we support schools to access our sites and learning programmes. We anticipate that we will see a reduction in the number of school visits if our business model does not respond to a post COVID environment. We therefore urgently need to assess & review the service’s learning programme to maximise the potential of digital engagement, outreach and onsite delivery.

In light of the current restrictions, the Service has commenced a phased recovery for all five sites, with reduced opening hours and a reduced learning offer, which will leave the Service unable to meet its income targets. To address the current challenges, this project, directed by a Steering Group, will work with a series of consultants to undertake a full evaluation of the current offer, and research, evaluate and provide a set of robust recommendations to enable the service to plan a new, sustainable learning offer for the next 3 years.

The three levels of experienced sector professionals engaged by the project will provide a sound, peer-reviewed overarching business plan, as well as detailed practical recommendations for each site.

In Phase 1 (November 2020 to January 2021) an Independent Advisor will lead a market appraisal of local schools and competitors; an evaluation of our existing learning offer and the creation of an Audience Development plan. The Learning & Collections Researcher will investigate our collections and stories based on the national curriculum and investigate how we make best use of the spaces we have available. This work will be supported by relevant experts from the service team. The outputs of phase 1 will provide the evidence for the Independent Advisor to create an evaluation report, for the service to create a learning strategy, which will then be assessed in Phase 2.

In Phase 2 (January to March 2021) the Consultant will work with the project team to assess the staffing structure and formulate a delivery plan for a blended programme of onsite, outreach and digital delivery, with clear milestones and identified income streams.

The Learning & Collections Researcher will support the above activity within phase 1 and 2, through the co-creation of appropriate session plans that can be delivered on gallery; as outreach sessions and online.

With careful budget management and detailed reporting throughout, the project will put the Service in the strongest possible position to strategically plan a deliverable programme that meets the needs of schools and income targets.

## HISTORY OF THE SITES/COLLECTIONS

The strapline for Leicester, Leicestershire and Rutland is ‘Uncover the story’ and we have many local, regional, national and international stories to tell. Each site offers exciting and engaging displays with multiple levels and techniques of telling our stories, although several of these are now made more challenging in the current Covid-19 situation. Each site also has an online presence, either through websites or social media, which enable us to reach a far wider audience.

Bosworth Battlefield Heritage Centre has the most obvious international reach, as the story it tells had a direct impact on national history and an indirect impact on world history. World trade and exploration was sponsored by the winner of the Battle and attempts at colonisation were made under the late Tudors. The story of the search for the Battlefield through systematic archaeological and landscape survey is also told, which at the time was ground-breaking research in the discipline of Battlefield Archaeology, and a model which was followed by others around the world. Members of the Bosworth team are also involved in work on the forthcoming 1485 Sculpture Trail, a highly unusual sculpture trail helping to interpret the wider Battlefield area to visitors from the UK and beyond through chronological storytelling in the landscape. As well as the Battle of 1485, the Bosworth site holds an internationally significant collection from a Roman temple site, which was discovered during the archaeological survey to locate the Battlefield. Both of these elements feature in our learning offer. Bosworth holds the Sandford Award and the LOTC badge.

Harborough Museum tells the fascinating story of its district and has a gallery focused on an Iron Age temple site of international significance at Hallaton, and displays its finds, which include incredible deposits of coins, a Roman cavalry helmet and other high-status objects. Set within the Symington corset factory, it displays examples from this internally important collection curated by the Council.

Charnwood Museum tells the story of the borough including the discovery of Charnia, the world’s earliest fossil, discovered by two school children in the 1950s, which led to the identification of many more Precambrian specimens

around the world. It has displays covering the Auster aircraft, made locally but served in a military capacity around the world; 18th century developments in animal breeding by Robert Bakewell and the pioneering mechanisation of

lacemaking by Heathcote. Another heavily featured locally-based household name is Ladybird Books.

Melton Museum’s stories connect to families that have moved to the USA, Canada and Australia. The household names of Stilton Cheese and Melton Mowbray Pork Pies feature in its rural industry gallery as well as devoting space to the story of hunting in the area, which was a huge influence on the development of the town itself. It also presents the other side of the story, looking at the anti-hunting movement and we feel that this would be an

excellent vehicle for a new learning session.

The 1620s House and Garden is unique in its own right, as a well-preserved example of a late 13th century private house, partly remodelled in the early 17th century by the Digby Family who had a Gunpowder Plot associations. The house is set within early 17th century style gardens, the labels for which make it one of the best interpreted gardens in the country. The 1620s site also holds the LOTC badge.

These Museums are truly inspirational places for all types of cross-curricular learning, but as well as being very distinct from each other, the current learning offer also differs greatly from site to site, from normally very busy and lucrative to virtually non-existent.

## Project Definition

### Project Objectives

The grant will be used to enable us to undertake a review of our learning offers across all five museum and heritage sites, which will lead to a series of recommendations and actions that we can take forward. This is to ensure that our learning offer continues to meet the needs of schools and other key groups, and that it’s effective and sustainable for the future. The project will ensure that the Service has a costed plan with which to further develop and deliver a sustainable learning programme at all five sites over the next 2-3 years.

To comply with the terms of the grant, the project needs to be concluded by March 2021

### Role of the Independent Advisor, Phase 1 (November 2020 to January 2021)

The Independent Advisor will work closely with the Heritage Learning Officer, the Access and Interpretation Manager and the Learning and Collections Freelancer to fully understand the potential of the learning programme across the 5 sites. They will:

* Conduct a market appraisal of the local competition (incl. other museums/heritage centres/zoos etc) that have an onsite educational offer - assessing pricing strategies and delivery models and appraisal of selected best practice online learning offers from further afield.
* Complete an evaluation assessment of the existing offer, including:
	+ an assessment of the current programme - consulting with our current facilitators and with previously selected schools, gathering qualitative feedback on delivery (onsite and in schools) and the average drive time for schools travelling to the different museums and heritage sites
	+ look at the feasibility of different business delivery models in consultation with the schools (inc. digital, outreach and onsite delivery)
	+ gathering and analysing existing financial and visitor data which has been collated at the sites
* Consider our target market and investigate the best method of communicating a new offer to them
* Develop a competitive strategy for the learning programme – using SWOT analysis activity and evidence-based information to describe what is unique and special to our offer
* Write an evaluation report to outline recommendations based on the above assessments and key audience development and marketing strategies
* The Independent Advisor will be liaising with and reporting to the Project Manager, who will report to the Steering Group.

**Key Outputs from this consultancy**

* An editable digital evaluation assessment of our current offer and one printed copy
* An editable digital learning strategy and one printed copy
* An editable digital market appraisal document and one printed copy
* An editable digital Audience Development Plan and one printed copy

**Required skills and experience**

The Independent Advisor must have experience of:

* Market Appraisal research, including evaluating learning programmes within a heritage/museum context with a range of stakeholders
* Working with schools and other learning establishments
* Developing key audience development and marketing strategies
* Digital learning delivery
* Working within a local authority framework

And must be skilled in:

* Working to a fixed timescale
* Collection of data in line with GDPR
* Excellent written and verbal communication skills
* Working effectively with colleagues.
* Writing evaluation reports

In support of this work, the other external consultancy roles will:

* Research the collections/exhibitions and our key stories for curriculum links
* Investigate how we make best use of our on-site spaces and key stories to create a blended programme to include onsite, outreach and digital sessions
* Co create suggested session outlines at the five sites
* Investigate possible future staffing models
* Formulate a delivery plan for a blended programme of onsite, outreach and digital delivery



## Payment

There are 27 days allocated to this consultancy to be delivered between late November 2020 and January 2021. With a daily rate of £450 this equates to £12,150. This sum includes the post’s travel costs.

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Suppliers should indicate their ability to work within the budget detailed above and meet the timescales detailed in the timetable below.

For an informal discussion about the role please contact either:

Richard Knox, Heritage Access & Interpretation Manager

Tel: 0116 302180 / e-mail: richard.knox@leics.gov.uk

or

Melissa Lewis, Heritage Learning Officer

Tel: 0116 3052172 / e-mail: melissa.lewis@leics.gov.uk

This procurement process intends to follow the time-line below:

PROCUREMENT TIMETABLE

|  |  |
| --- | --- |
| Stage  | Dates 2020/21 |
| Invitation to Quote issue date | 30th October 2020 |
| Invitation to Quote return date | 11th November 2020 12:00 Noon |
| Evaluation completed by | 12th November 2020 |
| Online Interview | 18th November 2020 |
| Contract start date | 25th November 2020 |
| Contract completion  | 31st January 2021 |

 Please note the Council reserves the right to amend this timetable.

SUBMISSIONS

In line with the Councils Contract Procedure Rules, suppliers are being given the opportunity to quote for the services required. By receipt of this RFQ you have been selected to provide one of the quotations. Should you be interested in providing a quote for this service, you should provide:

• Pricing schedule, detailing all direct and associated costs, which should not exceed a maximum of £12,150.

• Detailed proposal which sets out:

o A description of the organisation / individual(s) involved in the work;

o The experience and skills of those undertaking the work;

o The proposed methodology/approach to undertaking the work;

o The timescale for the work;

o Any relevant examples of any recent work conducted by the organisation;

CVs for the consultants who will be assigned to the project must be included with the proposal.

The Supplier must sign the attached Contract Conditions Acceptance.

The information provided by the Council and output(s) from this consultancy shall be the property of Leicestershire County Council and may NOT be used without the express permission of Leicestershire County Council.

• Payment details (appendix 1)

• Conditions of contract acceptance (appendix 2).

The Council will not entertain material or substantial changes to the issued Contract Terms & Conditions. The final decision as to whether additional/amended terms are permitted will remain with the Council. The types of amendments that the Council is likely to accept may include specific licence requirements. Material changes to the contract will not be accepted. The final decisions to what constitutes a material change will be made by the Council

• Contact Details

Bidders maybe asked to present to Officers of the County Council before a final decision is made.

Quotations are completed offline and should be saved as a document or documents (either word, excel or pdf, as appropriate).

Completed submissions to be received by **12 Noon on 11th November**. Quotations submitted after the designated time and date will be rejected.

The Council reserves the right at any time to cease this tendering process and not award a Contract. The Council will not be responsible or liable for any costs, expenses, or losses which may be incurred by the Tenderer in the preparation of this tender and the Council’s decision to cease this tender process.

EVALUATION OF QUOTATIONS

The Council will accept the quotation that is the Most Economically Advantageous Tender (MEAT). This will be assessed based on your response to the pricing schedule with 10% of the evaluation marks available for this element. The remaining 90% of evaluation marks available applies to the detailed proposal.

The Pricing Schedule will be assessed based on the lowest price receiving the maximum 10% available & all other scores being awarded pro-rata a score based on the difference between the tenderers price and lowest tenderers price.

The detailed proposal/bid (90% of marks) will be assessed as defined below:

Proposal / Bid % of Score available

Organisation Details For Information purposes Only

Experience of Organisation and Social Value 60%

Methodology 20%

References 10%

Each of the above sections will be assessed against the following scoring matrix as to how the supporting information meets the requirements outline above.

Scoring Matrix

Section 5, Supporting Information will be assessed on a scale of 0 to 5 points, as detailed in the table below:

0 No response or the response raises major concerns about understanding the requirements or approach which could lead to failure for delivering the review.

1 The response suggests significant shortcomings of understanding the requirements; likely to impact seriously on the quality of the review delivered.

2 The response suggests minor shortcomings of understanding the requirements which may impact adversely on the quality of the review.

3 The response suggests a good understanding of the requirements and methodical approach. The review is likely to be delivered to a good quality. Any concerns are of a minor nature.

4 The response suggests a clear understanding of the requirements and methodical approach. The review is likely to be delivered to a very good quality. No concerns.

5 The response suggests an excellent understanding of the requirements and methodical approach. The review to be delivered shows an approach which will yield maximum benefit. Innovation is shown in the response, exceeding expectations.

Scoring ‘0’ for any section of the supporting information will give grounds for excluding the tender from further consideration.

Following each section receiving a score against the scoring matrix above; this score will then be expressed out of the maximum possible weighting for that section.

Following the evaluation as per above both scores for pricing schedule and proposal will be added together to give a total score out of 100%. The highest scoring tenderer will then be awarded the contract.

The evaluation will be conducted by senior officers of the Council and bidders may be asked to present to Officers of the County Council before a final decision is made. This presentation may be used as part of the evaluation process.

QUESTIONS

Any queries about this document, the procurement process, or the proposed contract itself, should be referred to Richard Knox richard.knox@leics.gov.uk

APPENDIX 1: PAYMENT DETAILS

The Council’s standard payment terms are 30 days from receipt of a valid invoice.

Payment is by BACS.

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Bank Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sort Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No invoices will be accepted from any Supplier without an iprocurement order or an official written Purchase Order from the Council and the Purchase Order number in full being quoted on all invoices.

IMPORTANT - All invoices should be addressed to:

Leicestershire County Council

PO Box 507

Sale

Cheshire

M33 0EJ

Failure to do so may lead to a delay in payment

APPENDIX 2: CONDITIONS OF CONTRACT

1 DEFINITIONS AND INTERPRETATION

1.1 Commencement Date xx October 2018

1.2 Conditions means these conditions of contract.

1.3 Contract means the agreement entered into between the Council and the Supplier embodying the Letter of Acceptance, Orders, these Conditions, the Supplier’s Quote, the Terms of Reference and Price Schedule.

1.4 Contract Documents means the documents comprising the Contract.

1.5 Contract Period means the period from the Commencement Date to the Expiry Date and any extension pursuant to Condition 2.2.

1.6 Contract Standard means, in relation to the performance and discharge of any part of the Contract:

1.6.1 with the exercise of all reasonable and proper skill, care and diligence and in accordance with best professional practice and in a manner free from dishonesty and corruption;

1.6.2 in compliance with all relevant legal requirements including Acts of Parliament, Statutory Regulations or Orders and Codes of Practice in operation from time to time, including but without prejudice to the generality of the foregoing, the Contract Procedure Rules, Financial Regulations and Scheme of Delegated Powers to Chief Officers and all other internal requirements and procedures of the Council;

1.6.3 having regard at all times to the welfare of children and vulnerable members of society; and

1.6.4 in absolute co-operation with the Council and its other suppliers.

1.7 Council means Leicestershire County Council.

1.8 Expiry Date means the 31st March 2019.

1.9 Letter of Acceptance means the letter issued by the Council accepting the Supplier’s offer as set out in the Supplier’s Quote and creating the Contract.

1.10 Order means an official order in respect of the Services or any part or parts thereof issued by the Council to the Supplier.

1.11 Price Schedule means the Schedule so entitled which incorporates the prices and rates for the supply of the Services.

1.12 Services means development of a report for the customer service centre to be supplied in accordance with the Contract and includes any variation thereto made pursuant to Condition 8.

1.13 Sub Contract means a contract between two or more suppliers or contractors 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) whole or any part of this Contract.

1.14 Supplier means the person/s or company whose Quote has been accepted by the Council and who accordingly enters into the Contract with the Council to supply the Services.

1.15 Supplier’s Quote means the Supplier’s offer in response to the Council’s request for quotation and includes the completed Price Schedule, Supporting Information, Payment Details, Contract Conditions Acceptance and Contact Information and any amendments to same agreed in writing between the parties prior to the Commencement Date.

1.16 Terms of Reference means the document so entitled which describes the Services to be supplied by the Supplier and any variation or modification thereto made pursuant to these Conditions.

1.17 Reference to the Supplier shall be deemed to include the Supplier’s partners directors and employees and the Supplier’s agents and sub-contractors unless the context otherwise requires.

1.18 The Contract shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference, which shall arise out of or in connection with the Contract.

1.19 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

1.20 In the Contract, unless the contrary intention appears:

1.20.1 words importing the masculine gender include the feminine gender; and

1.20.2 words in the singular include the plural and vice-versa; and

1.20.3 words importing a written notice or instruction include information transmitted by electronic means.

2 FORM OF CONTRACT

2.1 By submitting a bid to provide the Services, the Supplier is making an offer to perform the Services on the basis set out in the Supplier’s Quote, subject to these Conditions and in accordance with the Terms of Reference. The Council’s acceptance of a Supplier’s Quote will be set out in a Letter of Acceptance.

2.2 The Contract will come into force on the Commencement Date and shall continue for the Contract Period unless terminated or determined earlier as provided for by these Conditions.

2.3 The Supplier shall be deemed to have satisfied itself before submitting its bid as to the accuracy and sufficiency of the prices stated in the Supplier’s Quote which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier’s obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its bid.

2.4 Discrepancies between Contract Documents

2.4.1 The Supplier shall inform the Council immediately it becomes aware of any ambiguities or discrepancies between the Contract Documents giving full details.

2.4.2 Any ambiguities or discrepancies found within the Contract Documents shall be resolved by the Council who shall issue to the Supplier appropriate instructions or where necessary a variation notice pursuant to Condition 8.

2.5 Copyright in the Contract Documents shall vest so far as it lawfully can in the Council but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.

2.6 No third parties shall acquire any rights under this Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

3 SUPPLY OF SERVICE

3.1 Service Standard

3.1.1 The Supplier shall at all times during the performance of the Contract supply the Services to the Council’s satisfaction and in accordance with the requirements of each Order, the Terms of Reference and to the Contract Standard.

3.1.2 The Supplier shall make good within one week of its occurrence any damage resulting from or arising out of the supply of the Services. In the event of the Supplier failing to make good such damage, the Council shall, one month after giving written notice to the Supplier or after such shorter time as may be reasonable if the proposed work is urgently needed, be entitled to arrange for making good of any damage and in this event, the cost shall be a debt from the Supplier and shall be recoverable accordingly.

3.1.3 Where necessary the Council may require the Supplier to co-operate, liaise with, and co-ordinate its activities with those of any other supplier engaged by the Council and the Supplier shall comply with all such instructions reasonably given.

3.2 Service Orders

3.2.1 Where the Council wishes to purchase Services from the Supplier under the Contract it shall issue an Order detailing the Services to be provided based on the Supplier’s Quote and the Terms of Reference. For the avoidance of doubt, the Council shall not be liable to pay for any Services delivered without a supporting Order.

3.2.2 Notwithstanding any data with regard to the value and/or volume of the Service or commissions, whether set out in the Terms of Reference or otherwise (which is only given as a guide) the Council gives no guarantee and accepts no liability as to the actual values or volumes which will be placed with the Supplier. The Council shall in no circumstances be liable to the Supplier for any consequential or financial loss of any kind whatsoever arising therefrom.

3.2.3 Where funding for the Contract has been made available to the Council by way of a grant the Supplier agrees to comply with any grant terms of the funding body of which it is notified. Where the grant funding is reduced or withdrawn during the Contract Period the Council shall be entitled to make any such adjustments to an Order as may be necessary (including the cancellation of an Order) and the Supplier shall acting in good faith incorporate any such adjustments.

3.3 Requests for Information

3.3.1 The Supplier shall as soon as reasonably practicable provide the Council with any information relating to the performance of the Contract which the Council may reasonably request.

3.3.2 Subject to the receipt of reasonable notice, the Supplier agrees to attend any meetings called by the Council to discuss any aspect of the Contract.

4 SUSPENSION AND RECTIFICATION

4.1 Notwithstanding any other provisions in the Contract, where in the Council’s opinion: the Supplier has in any respect failed to meet the Contract Standard; the continuing provision of the Services represents a risk to any person or property; and/or the Supplier is in any other way in breach of any of its obligations under the Contract, the Council shall be entitled to suspend delivery of the Services immediately and without liability to the Supplier (including without obligation to pay the Supplier) until such time as the matters raising the need for suspension of the Services have been resolved to the Council’s satisfaction.

4.2 Where the Council believes that the Supplier is not performing the Contract to the Contract Standard it may (without prejudice to the Council’s other rights under the Contract) require the Supplier to prepare a rectification plan (the “Rectification Plan”) which shall be provided to the Council within seven (7) days of its request and which will set out the manner in which the Supplier intends to return the delivery of the Service to the Contract Standard and the timeframe for doing so. The Council shall be entitled to make reasonable amendments to any Rectification Plan so submitted by the Supplier.

4.3 Where the matters leading to the suspension of the Services pursuant to Condition 4.1 cannot be or are not resolved to the Council’s satisfaction within fourteen (14) days of the suspension taking place or where the Supplier has failed to comply in any respect with a Rectification Plan prepared pursuant to Condition 4.2 (as amended by the Council), the Council shall be entitled to terminate the Contract with immediate effect without any further liability to the Council.

5 THE SUPPLIER’S OBLIGATIONS

5.1 The Supplier shall forthwith comply with any and all written instructions issued to it by the Council in respect of any matter relating to the supply of the Service, save that any instructions involving a fundamental change to the basis on which the Supplier Quoted will be dealt with as variations pursuant to Condition 8.

5.2 Where the Supplier has referred to specific qualifications, licences, certificates, standards or memberships in the Supplier’s Quote, it shall inform the Council immediately should these be withdrawn, lost or in any other way restricted. Where the Council deems that such withdrawal, loss or restriction affects the Supplier’s ability to provide the Services it shall be entitled to terminate the Contract with immediate effect.

5.3 Where the provision of the Services requires the operation of vehicles the Supplier will ensure that it complies with all relevant legislation and the Council’s Code of Practice for Social Services Transport. It will also ensure that all vehicles used in the provision of the Services (whether or not they are owned by the Supplier) are adequately insured, serviced and maintained and that management, monitoring and risk management procedures are in place in order to guarantee safe working practices.

6 THE SUPPLIER’S PERSONNEL

6.1 The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Service is provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise).The Council shall be entitled to request the removal of any of the Supplier’s staff from delivery of the Services and the Supplier shall do its best to comply with any such request.

6.2 The Supplier shall ensure that its staff are properly and sufficiently instructed and supervised. Where any personnel are referred to by name in the Supplier’s Quote, the Supplier shall not replace them without providing the Council with at least 14 days’ notice.

6.3 The Supplier will operate policies on personnel matters for both staff and volunteers. These should include appropriate arrangements for safe recruitment processes, checks for suitability, levels of qualification and/or experience for specific posts, training and development, and supervisory, disciplinary and grievance procedures, having regard to the nature of the Services, copies of which must be provided to the Council on request.

7 COMPLAINTS PROCEDURE

7.1 The Supplier will operate a complaints procedure (the “Procedure”) acceptable to the Council and promote the Procedure appropriately to all service users. The Procedure will allow for advocacy on behalf of service users and will provide for independent participants in any appeals stage. The Supplier will also co-operate with any investigation under the Council’s complaints procedure.

7.2 The Supplier will record the volume and nature of complaints received, how complaints were investigated and outcomes of investigations, to be produced to the Council on request

8 VARIATIONS

8.1 The Council may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract (a “Variation”). In the event of a Variation being required, the Council shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond within fourteen (14) days from receipt of the Council’s instructions or such other period as may be agreed.

8.2 For the avoidance of doubt, any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation within Condition 8 or otherwise.

9 CONFIDENTIALITY/DATA PROTECTION/ACCESS TO RECORDS

9.1 The Supplier will process all personal information relating to Service Users in accordance with the Data Protection Act 1998 (as amended) and, will allow Service Users access to personal information maintained in respect of them in accordance with that Act and the Council’s Access to Records policy (a copy of which will be supplied on request).

9.2 The Supplier shall not, without the prior written consent of the Council, make use of for its own purposes or disclose to any person (except as may be required by law or for the provision of the Services but only to the extent required and only with appropriate notification as to the confidential nature of the information), any documents relating to the Contract or any information contained therein or in any material provided to the Supplier by the Council pursuant to the Contract or prepared by the Supplier pursuant to the Contract, all of which information shall be deemed to be confidential.

9.3 For the purposes of Condition 9.2, the parties agree that information is not confidential if:

9.3.1 It is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the Contract; or

9.3.2 The information came from a source not connected with the Contract and that source is not under any obligation of confidence in respect of the information; or

9.3.3 The information was known to the Supplier before the date of the Contract and the Supplier was not under any obligation of confidence in respect of the information; or

9.3.4 A party is required by law to disclose it; or

9.3.5 The parties agree in writing that it is not confidential.

9.4 The Supplier shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition 9.

9.5 The obligations in this Condition 9 shall continue after the termination or expiry of the Contract.

10 HEALTH AND SAFETY

10.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Supplier of copies of its risk assessments under these Regulations when requested by the Council), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.

11 EQUAL OPPORTUNITIES

11.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

12 OBSERVANCE OF STATUTORY AND OTHER REQUIREMENTS

12.1 The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of Conditions 10, 11 and/or 12.

13 AGENCY

13.1 The Supplier shall not in any circumstances hold itself out as being the servant or agent of the Council otherwise than in circumstances expressly or impliedly permitted by the Contract.

13.2 The Supplier shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.

13.3 The Supplier shall not in any circumstances hold itself out as having the power to make, vary, discharge or waive any Byelaw or Regulation of any kind.

14 GRATUITIES

14.1 The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Service other than any charges properly approved by the Council in accordance with the provisions of the Contract.

15 INDEMNITY AND INSURANCE

15.1 The Supplier shall be liable for and shall indemnify the Council against any expense, liability, loss, claim, or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whatsoever, arising out of or in the course of or caused by the provision of the Services or a breach of this Contract, unless due to any act or neglect of the Council, its employees or agents.

15.2 The Supplier shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any loss of or damage whatsoever to any property real or personal (including property belonging to the Council) arising out of the provision of the Services or arising out of a breach of this Contract, where the same is due to the neglect, default or omission of the Supplier, its employees or agents.

15.3 In addition to the above indemnities and any insurance cover required by law, the Supplier shall maintain insurance cover in respect of the Services as follows:

15.3.1 Public/Third Party Liability Insurance of no less than £5 million (five million pounds) in value for any one occurrence.

15.3.2 Employers Liability Insurance of no less than £5 million (five million pounds) in value in respect of any single claim or series of claims made in respect of any incident.

15.3.3 Professional indemnity Insurance of no less than £2 million (two million pounds) in value where the Services include the provision of advice to Service Users including advice regarding employment prospects, welfare benefits and money management.

15.4 The Supplier will supply to the Council on request copies of all insurance policies, cover notes, premium receipts, advice and other documents necessary to establish compliance with this Condition 15.

16 INTELLECTUAL PROPERTY

16.1 The Supplier warrants that the Services or use of them will not infringe any patent registered design trademark or copyright or other protected right and will fully indemnify the Council against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

16.2 All intellectual property introduced in connection with this Contract shall remain the property of the introducing party. Unless otherwise agreed in writing, any intellectual property created pursuant to this Contract shall vest in the Council.

17 PAYMENT

17.1 The Council shall make payment to the Supplier of any valid undisputed invoice submitted under the Contract by the Supplier not later than 30 calendar days of receipt of the invoice.

17.2 The Council shall ensure that any invoices for payment submitted by the Supplier are considered and verified by the Council in a timely manner and any undue delay in doing so is not to be sufficient justification for failing to treat an invoice as valid and undisputed.

17.3 Where the Supplier enters into a Sub-Contract with a supplier or contractor for the purpose of performing its obligations under this Contract, it shall include in that Sub-Contract:

i) Provisions that have the same effect as Condition 17.1 and 17.2 above; and

ii) A provision requiring the supplier or contractor to that Sub-Contract to include in any Sub-Contract it enters into provisions that have the same effect as Condition 17.1 and 17.2 above.

17.4 The Council shall only pay VAT where a valid VAT invoice has been received.

18 FINANCIAL MANAGEMENT

18.1 The Supplier shall adhere to standard accounting practices and will allow reasonable inspection of financial records and minute books by officers of the Council if requested.

19 PRICES AND RATES

19.1 The VAT exclusive prices and rates shall be as stated in the Price Schedule.

19.2 Unless agreed in writing by the Council, the Council shall not be liable for the cost of any work done or time spent or expense incurred in excess of that provided for by this Contract.

19.3 The Supplier will operate any relevant charging policies in line with the Council’s policies and will inform the Council of the level of charges made. The Supplier will not implement increases in charges without prior consultation with and approval of the Council.

20 ASSIGNMENT AND SUB-CONTRACTING

20.1 The Supplier shall not transfer, assign or sub contract directly or indirectly to any person the whole or any portion of the Contract without the prior written permission of the Council. The Supplier shall be responsible for the observance of all the provisions of the Contract by all sub-contractors.

21 LEGAL PROCEEDINGS

21.1 Immediately upon becoming aware of the same, the Supplier shall notify the Council of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Contract and where requested to do so by the Council shall assist the Council with any legal proceedings or internal hearings giving evidence or providing documentation as necessary.

22 IMPROPER INDUCEMENT OR REWARD

22.1 The Council may terminate this Contract and recover all its loss from the Supplier if the Supplier, its employees or anyone acting on the Supplier’s behalf do any of the following things:

22.1.1 offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other Council contract (even if the Supplier does not know what has been done); or

22.1.2 commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or

22.1.3 commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

Any Condition limiting the Supplier’s liability shall not apply to this Condition 22.1.

23 TERMINATION

23.1 The Council shall be entitled to terminate the Contract at any time by giving 2 weeks’ notice in writing to the Supplier.

23.2 The Council may (without prejudice to any other rights or remedies under the Contract including other rights to terminate the Contract) terminate the Contract immediately (by giving written notice) if the Supplier:

23.2.1 breaches or fails to observe any provision of this Contract, where the Council has given written notice of the breach or non-observance to the Supplier allowing 14 days from receipt of the notice to rectify the breach or non-observance and the breach or non-observance is not rectified (either fully or at all) in that time;

23.2.2 becomes insolvent or bankrupt or if an order is made or a resolution is passed for its winding up or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Supplier’s assets or business or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;

23.2.3 the Supplier has committed a fundamental breach of the Contract which in the Council’s reasonable opinion justifies immediate termination of the Contract; or

23.2.4 as otherwise provided for in these Conditions.

23.3 Any termination of the Contract by the Council will be without prejudice to the rights of the Council in respect of any prior breach by the Supplier of the Contract.

24. CONSEQUENCES OF TERMINATION

24.1 With the exception of termination pursuant to Condition 23.1, the Council upon termination of the Contract shall be entitled to employ and pay other persons to provide and complete the provisions of the Contract and to recover any monies paid in doing so from the Supplier.

24.2 Where following expiry or earlier determination of the Contract, provision of the Services is to transfer to another provider, the Supplier shall assist the Council in all respects with such transfer including, but not limited to, providing the Council with any information required to enable the Council to comply with its obligations under TUPE.

24.3 Within 6 weeks of the expiry or earlier determination of the Contract the Supplier shall repay to the Council any amount paid to the Supplier that has not been spent as at the date of expiry or termination of the Contract in delivering the Services.

25 RECOVERY OF SUMS DUE TO THE COUNCIL

25.1 The Council reserve their right at common law and in equity to set off against their indebtedness to the Supplier any debt owed to them by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract.

26 WHOLE CONTRACT

26.1 The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and supersedes all prior or contemporaneous agreements between the parties with respect thereto.