



## **FLITWICK TOWN COUNCIL**

**Invitation To Tender  
for the service provision of  
Flitwick Youth Locality Services  
April 2023 – March 2026**

Issue Date: 10 October 2022

Closing Date : 12:00 midday Monday 28 November 2022

Flitwick Town Council  
The Rufus Centre  
Steppingley Road  
Flitwick  
MK45 1AH

Tel: 01525 631900  
E-Mail: [susaneldred@flitwick.gov.uk](mailto:susaneldred@flitwick.gov.uk)

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**Note to supplier - All pages, as issued must be returned within your Tender submission. Please do not remove any pages from this tender document as all pages, method statements, supporting documents and appendices will form the final contract.**

## 1 Preamble

### GENERAL REQUIREMENTS

Tenders are invited for the supply of **Flitwick Youth Locality Services 2023 – 2026**.

The Council's detailed requirements are defined in the Specification.

### BACKGROUND TO THE BUSINESS REQUIREMENT

Flitwick Town Council is committed to providing quality youth services to support the needs of young people in the town.

The youth service is funded by Flitwick Town Council with additional grant funding provided by Central Bedfordshire Council to support this service.

Flitwick Town Council owns and maintains The Hub adjacent to the Millennium Recreation Ground at Dunstable Road, Flitwick. This facility was fully refurbished in 2021 and is used as a venue for the provision of Youth Services, along with detached engagements.

Previously, Flitwick's youth provision was delivered over three nights from The Hub. Monday for years 9 +, Wednesday for years 7 & 8 and Thursdays for years 5 & 6. The youth provider would also complete detached work, apply for funding & grants to deliver additional projects and support Flitwick Town Council's youth events, eg Family Fun Day & Skate Jam.

Currently, Flitwick has an interim youth service provision running until March 2023 with an appropriately qualified and experienced service provider. The service includes youth engagement, activities, detached work, and employment access.

Going forward,

Examples of the range of **core** services expected to be included with the Youth Service is as follows:

- 2-hour youth club service for school years 5 & 6 every week (excluding planning time, term time only)
- 2 hours youth club service for school years 7 & 8 weekly (excluding planning time, term time only)
- 2.5 hours youth club service for school years 9+ weekly (excluding planning time, term time only)
- 4 hours detached work each week, including one late evening, all year round.
- 4 hours per week open access half term session/s (February, April, May, July/August, October)
- Monitoring as and when required
- Attend multi agency meeting as and when required
- Work as part of a multi agency team (including with CBC and Beds Police)
- Report to FTC bimonthly.
- Apply for grants/funding for additional projects.

- Attend safeguarding meetings.
- Complete MA Forms.

Additional services that maybe required:

- 1 day school engagement every other week (Including Woodland and Redborne)
- 2 hours employment access from The Hub each week for 16 years +
- Annual Job fair to be delivered from The Hub
- Summer Holiday 'pop up' sports sessions in Millennium Park – 2 hours per week
- 1 hour each month for young people to access The Hub for STI tests, sanitary products, and contraception.

(to be priced independently – Each item)

**SUBMISSION OF TENDER**

Tenders should be received **by post** no later than 12:00 midday Monday 28 November 2022.

Susan Eldred	01525 631900
Community Services Manager	<a href="mailto:susaneldred@flitwick.gov.uk">susaneldred@flitwick.gov.uk</a>
Flitwick Town Council The Rufus Centre Steppingley Road Flitwick MK45 1AH	

In addition to two paper copies of the tender documentation you should include an electronic version (Memory Stick), based in Microsoft Word or Excel, within your tender return envelope. The Supplier's attention is specifically drawn to the date and time for receipt of tenders and no submission submitted after the closing date will be considered.

You may seek clarification on any of the points contained in the Tender documents, by contacting the named person via e-mail; The Officer responsible for this procurement is Susan Eldred. Any queries must be raised via email to [susaneldred@flitwick.gov.uk](mailto:susaneldred@flitwick.gov.uk) by no later than 12:00 midday Monday 31 October 2022.

When returning your Tender please ensure that:

- all documentation is properly completed and enclosed with your Tender.
- the deadline by which the Tender must be returned is complied with.

**No Tender will be considered which is late or incomplete - for whatever reason.**

**N.B. Tenders, cannot be opened until after the deadline has expired, therefore there is no disadvantage in returning a Tender response before the deadline.**

All Suppliers shall keep their respective Tender valid and open for acceptance by the Council until the expiry of 90 calendar days from the deadline for the receipt of Tenders.

**PROCUREMENT TIMETABLE**

This procurement is intended to follow the time-line below:

<b>Stage</b>	<b>Date(s)and time(s)</b>
Issue of Invitation to Tender	Mon 10 Oct 2022
Last date for request of documents	Mon 24 Oct 2022
Last date for Clarification questions	12:00 noon Mon 31 Oct 2022
Response to Clarification questions	Mon 7 Nov 2022
Submission of Tenders	12:00 noon Mon 28 Nov 2022
Evaluation of Tenders	29 Nov to 13 Dec 2022
Notification of result of evaluation	Wed 14 Dec 2022
Expected date of award of Contract(s)	Wed 14 Dec 2022
Contract commencement	Sat 1 April 2023

**Please note the Council(s) reserves the right to amend this timetable and steps following the Submission of tender are provided for indicative purposes only.**

**SUPPLIER CHECKLIST**

Suppliers should ensure that they have completed the following schedules before returning their Tender responses:

<b><u>SCHEDULE HEADING</u></b>	<b><u>COMPLETED?</u></b>
<b>Schedule 5 – Business Questionnaire</b>	<input type="checkbox"/>
<b>Schedule 6 – Legal Obligations</b>	<input type="checkbox"/>
<b>Schedule 7 – Pricing Schedule</b>	<input type="checkbox"/>
<b>Schedule 8 – Supporting Information (Parts A, B, C, D &amp; E &amp; F )</b>	<input type="checkbox"/>
<b>Schedule 9 – Payment Details</b>	<input type="checkbox"/>
<b>Schedule 10 – Declaration</b>	<input type="checkbox"/>
<b>Schedule 11 – Collusive tendering Certificate</b>	<input type="checkbox"/>
<b>Schedule 12 – Form of Tender</b>	<input type="checkbox"/>
<b>Schedule 13 – Contract Conditions Acceptance</b>	<input type="checkbox"/>
<b>Schedule 14 – Articles of Agreement</b>	<input type="checkbox"/>
<b>Schedule 15 – Supplier’s Contact Information</b>	<input type="checkbox"/>

It is important that all schedules are completed as failure to do so may result in your Tender not being considered.

**Suppliers who do not wish to offer a Tender following receipt of this opportunity are requested to advise the Council’s named contact of this as soon as possible.**

## 2 Conditions of Tender

**Note to supplier - All pages, as issued must be returned within your Tender submission. Please do not to remove any pages from this tender document as all pages, method statements, supporting documents and appendices will form the final contract.**

### Contents

1	BACKGROUND
2	TENDER SUBMISSION REQUIREMENTS
3	CONTRACT DOCUMENTS
4	TENDER EVALUATION
5	AWARD CRITERIA AND INFORMATION NEEDED
6	CLARIFICATION MEETINGS, SITE VISITS AND INTERVIEWS
7	FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

### Important notice

The Council have issued this Invitation to Tender (ITT) to interested Tenderers, to allow them and their professional advisers to prepare a Tender for this Contract and for no other purpose.

The Council give this ITT and any other documentation that the Council sends to Tenderers for this Tender process, on the basis that they remain the Council's property and Tenderers must treat the contents as confidential. If Tenderers are unable or unwilling to keep to this rule they:

- must destroy this ITT and all associated documents at once; and
- must not keep any electronic or paper copies.

Tenderers must not take part in any publicity activities with any part of the media about the Contract or this ITT process without getting the Council's written agreement first. This includes the Council's agreement on the format and content of any publicity.

This ITT is made available in good faith. The Council give no warranty as to the accuracy or completeness of the information contained in it. The Council also disclaim any liability for any inaccuracy or incompleteness. The Council reserve the right to cancel the Tender process at any point. The Council are not liable for any costs resulting from any cancellation of this Tender process or for any other costs that Tenderers may incur by Tendering for this Contract.

Tenderers will be deemed to fully understand the processes that the Council must follow under relevant European and UK legislation, particularly The Public Contracts Regulations 2015.



## 1 Background

- 1.1. Further details of our needs under the Contract and other relevant information are given in the Specification.
- 1.2. If Tenderers have any questions or need any clarification, please contact the Procuring Officer.
- 1.3. The Officer responsible for this procurement is **Susan Eldred** [susaneldred@flitwick.gov.uk](mailto:susaneldred@flitwick.gov.uk). Any queries must be raised via email by no later than 12:00 noon Monday 31 October 2022.
- 1.4. Other than the person or people identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) about this ITT or any other matter about the Contract.
- 1.5. Please note that our responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 1.6. The Council reserve the right to issue extra documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT. Any extra documentation that the Council may issue will form part of the ITT. Also, it will add to and/or supersede any part of the ITT to the extent indicated.
- 1.7. Tenderers must obtain at their own expense all the information that they need for the preparation of their Tender.
- 1.8. Under the Contract Tenderers must keep to the Council's policies. Tenderers are advised to satisfy themselves that they understand all of the rules of the Contract before submitting their Tender.
- 1.9. The Tender must be received in line with the relevant instructions no later than the time and date shown

## 2. Tender submission requirements

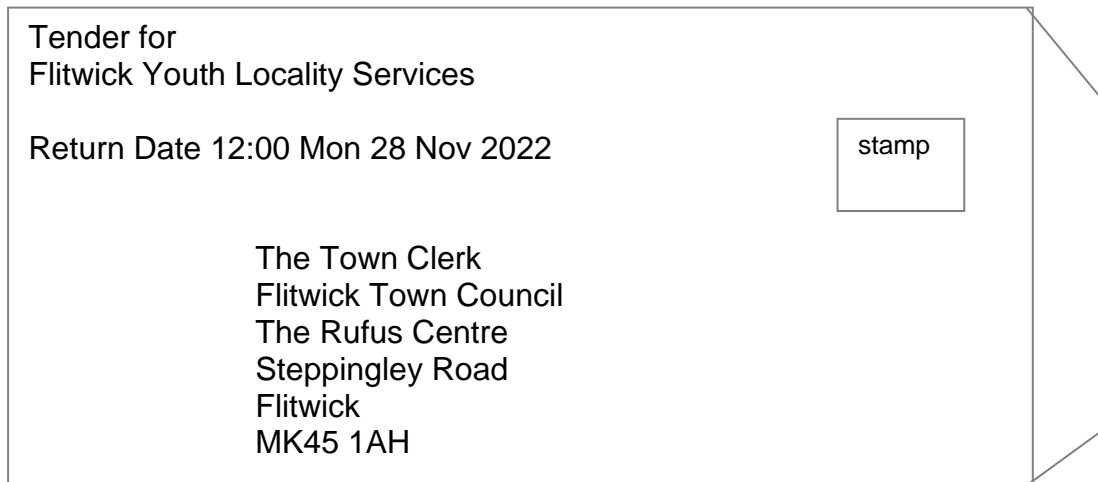
- 2.1. Tenders must be written in the English language.
- 2.2. The Form of Tender must be duly completed and submitted with the Pricing Schedule, Supporting Information, (if required) and annexes duly completed to:

The Town Clerk  
Flitwick Town Council  
The Rufus Centre  
Steppingley Road  
Flitwick  
MK45 1AH

by no later than noon on [12:00 noon Monday 28 November 2022]

The envelope or package should bear the following words in the top left hand corner:

Tender for Flitwick Youth Locality Services



**When returning the tender please ensure that:**

**The envelope bears no name or mark indicating the identity of the sender this includes for example franked mail, Post office labels, courier labels or a signature across the seal of the envelope**

- 2.3. Tenders must give responses referring to the numbering format as set out in schedule 8 of this ITT.
- 2.4. Only one Tender is allowed from each Tenderer. If a Tenderer submits more than one Tender; the Council will evaluate the one with the latest time of submission and disregard the other(s).
- 2.5. The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.6. The Tender must not be qualified in any way.
- 2.7. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.8. Your full registered business name and main office address must be given on all documents.

### **3 Contract documents**

3.1 Any resulting Contract will consist of:

- the Contract Particulars in the form enclosed (to be filled in with relevant project-specific details following award) but not changed in other respects;
- the Standard Terms and Conditions;
- the successful Tender.
- the Specification
- the Pricing Schedule
- Supporting documents, consisting of:-
  - Schedule 5 – Business Questionnaire
  - Schedule 6 – Legal Obligations
  - Schedule 8 – Supporting Information Parts A, B, C, D E & F
  - Schedule 9 – Payment Details
  - Appendix A – GDPR
  - Appendix B – Exit management plan
- Legal declarations, consisting of:-
  - Schedule 10 – Declaration
  - Schedule 11 – Collusive tendering Certificate
  - Schedule 12 – Form of Tender
  - Schedule 13 – Contract Conditions Acceptance
  - Schedule 14 – Articles of Agreement
  - Schedule 15 – Supplier’s Contact Information

The Contract will be subject to English law and the exclusive jurisdiction of the English courts.

3.2 The Council are bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.

3.3 Any contract award will be conditional on the Contract being approved under the Council’s internal procedures and the Council being generally able to proceed.

### **4 Tender evaluation**

4.1 The Council are not bound to accept the lowest or any Tender. The Council also reserve the right to accept the whole or any part of any Tender submitted.

4.2 The Council will check each Tender initially to make sure it has kept to the rules of the ITT.

- 4.3 The Council will evaluate Tenders against the award criteria set out below.
- 4.4 The Council reserve the right to seek clarification from any of all of the Tenderers during the evaluation period. This may be in writing or by means of a clarification meeting. This is to help the Council to consider the Tenders.
- 4.5 The Council may decide to interview Tenderers or hold clarification meetings to help in our Tendering process. The Council will notify Tenderers of this in due course.
- 4.6 The Council will evaluate Tenders to decide the **most economically advantageous tender** taking into consideration the following award criteria.

## 5 **Award criteria and Information needed**

As part of the tender submission we are seeking written submissions on how the individual elements of this tender contract will be delivered and as well as a pricing submission. The overall tender will be evaluated against the written response (quality) based on experience, and general approach as well as the tender sum (price). We intend scoring each submission on a 60/40 basis with 60% of the available scores being awarded for the quality answers and 40% awarded for price

### **PRICE**

The 40% for price will be allocated on the basis of 40 points going to the lowest tender price with each other tender receiving a reduction in the 40 points in relation to how close their tender was (a tender 10 % higher will receive 10% or 4 points less – so 36 points not 40 points)

### **QUALITY**

The quality elements will be scored by a panel and will receive a maximum of 60 marks, it may be possible that all responses are judged equal and receive the same score therefore leaving price as the deciding factor, however it may be that the lowest tender is not the chosen tender if the quality questions are judged to be variable in answers. The 60 marks for Quality will be allocated on the basis of 60 points going to the highest scoring tender with each other tender receiving a reduction in the 60 points in relation to how close their tender was (a tender with a quality score of 10% lower will receive 10% or 6 points less – so 54 not 60.)

The following quality questions will form part of your tender submission and count for a total of 60 quality marks available. The table below provides a summary of how marks are broken down across these areas:

References (Section 8 Part B)	10%
Experience of the company including key personnel (Section 8 Part C)	10%
Working Methods (Section 8 Part D)	50%
Environmental Responsibility (Section 8 Part E)	10%
Safeguarding (Section 8 Part C and F)	20%

The quality element of supplier's Tenders will be scored using the following scale of awarding marks between 1 and 10:

0-3	Completely unsatisfactory response – limited or no relevant information. Respondent would have serious difficulty delivering the required standard.
4	Fair response – Respondent would only meet some of the requirements of the contract some of the time.
5-6	Acceptable response – Respondent would be likely to meet basic contract standards, but further work required to ensure standards are met consistently.
7-8	Good response – clearly indicating Respondent has fully understood and can apply and deliver all the required contract standards.
9-10	Excellent response - clearly indicating Respondent has fully understood and can apply and deliver all the required contract standards <u>and</u> includes robust and deliverable proposals to provide additional benefit to the Council.

**If a score of 3 or less is given for any method statement the bid will be deemed to be non-compliant, will fail the tendering evaluation and will not be considered further. For any tenders so excluded, that tenderer's price shall be excluded from the 'price' evaluation.**

## 5.1 Pricing

- 5.1.1 Tenderers must fill in the Pricing Schedule set out in Schedule 7 to provide all the obligations under the Contract. Tenderers can add any extra or alternative pricing proposals to the end of the Pricing Schedule with reasons for including these.
- 5.1.2 All prices shall be stated in pounds sterling and exclusive of VAT.
- 5.1.3 Tenderers must also show all other costs that will be associated with the Contract for example rates or expenses. The Council will not consider claims for extra payment for items that have not been specified.
- 5.1.4 Abnormally low tenders

If, for a given contract, tenders appear to be abnormally low in relation to the goods, works or services, the council shall, before it may reject those tenders, investigate the elements of the tender which it considers to be unsustainable. If the council's investigations determine the bid to be unsustainable, the council may reject the tender from the process.

## **Corporate requirements**

Legally the Council have to make sure that it keeps to a number of corporate considerations when providing its services. The Council is delivering its services when a contractor is delivering services on the behalf of the Council. Therefore, the Council need to make sure that any contractor that is working for it carries out these legal requirements. The Council are looking for a commitment within Tenders to help it in the following duties. The Council does not consider that these requirements will be onerous and so pricing should not be affected in keeping to any of these obligations. However, if Tenderers believe there is a pricing impact, they should clearly identify this in the Pricing Schedule.

### **5.2 Equality and diversity**

**5.2.1 The Council are committed to:** Providing its services in a way that promotes equality of opportunity at every possibility. The Council expect the successful Tenderer to be equally committed to equality and diversity in its employment practices and service provision. The Council also expect that they will keep to all anti-discrimination legislation.

#### **5.2.2 Expectation of the Tenderer**

Tenderers should note that the Council will ask the successful Tenderer to contract with the Council to make sure that they keep to these obligations. The Council will monitor the performance obligations this throughout the Contract Period.

#### **5.2.3 Keeping to equality legislation**

The Council need service providers to demonstrate that they keep to equality rules in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than five employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria. The Council may work with contractors during the Contract Period, to make sure they keep to the rules of equality legislation relating to employment.

#### **Level 1 (less than five employees)**

Organisations with less than five directly employed people will be expected to meet the suitable level of compliance for the delivery of the Contract. If recruitment increases the size of the organisation to five or more employees, the organisation will be expected to meet the appropriate level of compliance.

### **Level 2 (5 to 49 employees)**

All organisations with between 5 and 49 employees must achieve criteria 1 – 4 listed below.

- 1 All organisations must have an equality policy for race, gender, disability, age, sexual orientation and religion or belief that covers at least:
  - a) recruitment, selection, training, promotion, discipline, grievance and dismissal;
  - b) discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm;
  - c) identification of the senior position with responsibility for the policy and its effective implementation; and
  - (d) how Tenderers communicate the policy to your employees.
- 2 Effective implementation of the policy in the organisation's recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.
- 3 The policy should either be reviewed to reflect changes in legislation or within a three-year period whichever occurs first.
- 4 To monitor the gender, disability and ethnicity of job applicants. The Council would also encourage organisations to monitor of the age, sexual orientation and religion or belief of staff.

### **Level 3 (50 or more employees)**

All organisations with 50 or more employees must achieve criteria 1-4 in level 2 and the extra criteria 5-10 listed below.

- 5 Give written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline, grievance and dismissal of employees.
- 6 Give equality training to managers and any employees

responsible for recruitment and selection.

- 7 As well as criterion 4 (Level 2), carry out monitoring on the number of employees from different gender, disability and ethnic groups by grade when:
- (a) in post;
  - b) applying for posts;
  - c) taking up training and development opportunities;
  - d) promoted;
  - e) transferred;
  - f) disciplined and dismissed;
  - g) a grievance is raised; and

The Council would also encourage organisations to monitor for age, sexual orientation and religion or belief.

- 8 If the above monitoring reveals inequalities, organisations will be expected to take steps to address imbalances.
- 9 For 7 and 8 above, annual monitoring and reporting is needed about equality issues within the workforce.
- 10 Organisation’s recruitment advertisements and publicity literature should state that equal opportunities practices are in place.

## **6 Clarification meetings, site visits and interviews**

The Council reserve the right to hold clarification meetings, site visits and interviews as the Council consider appropriate, both before and after Tender submission.

## **7 Freedom of Information Act and Environmental Information Statement**

- 7.1 The Council are subject to The Freedom of Information Act 2000 (Act) and The Environmental Information Regulations 2004 (EIR).
- 7.2 As part of our duties under the Act or EIR, the Council may need to disclose information about the procurement process or the Contract to anyone who makes a reasonable request.
- 7.3 If Tenderers think that any of the information given in their Tender is



commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party); then Tenderers should clearly mark this as **‘Not for disclosure to third parties’**. Tenderers should also give valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

7.4 The Council will aim to consult with Tenderers and consider comments and any objections before the Council release any information to a third party under the Act and/or the EIR. However the Council will be entitled to decide in our absolute discretion whether any information is:

- exempt from the Act or the EIR; or
- to be disclosed in response to a request of information.

The Council must make our decision on disclosure in line with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under either.

7.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- 7.5.1 has not been clearly marked as ‘Not for disclosure to third parties’ with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible);
- 7.5.2 does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- 7.5.3 where it is in the public interest to disclose this and there is no legal duty to withhold it.

### 3 Conditions of Contract

**Note to supplier - All pages, as issued must be returned within your Tender submission. Please do not remove any pages from this tender document as all pages, method statements, supporting documents and appendices will form the final contract.**

1. Definitions and Interpretation
2. Term
3. Extending the initial term
4. Due diligence and Supplier's warranty
5. Supply of Services
6. Service standards
7. Compliance
8. Payment
9. Contract Representative
10. Other personnel used to provide the services
11. Type And Re-Tendering
12. Reporting and Meetings
13. Monitoring
14. Change control
15. Dispute resolution
16. Sub-Contracting and assignment
17. Indemnities
18. Limitation of liability
19. Insurance
20. Freedom of information
21. Data processing
22. Confidentiality
23. Audit
24. Intellectual property
25. Termination for breach
26. Termination on notice
27. Force majeure
28. Prevention of bribery
29. Consequences of termination or Expiry
30. Waiver
31. Severability
32. Partnership or agency

- 33.Publicity
- 34.Notices
- 35.Jurisdiction
- 36. Abnormally low Tenders
- 37. Corporate Policies
- 38. Indexation
- 39. Variations
- 40. KPI's
- 41. Modern Slavery, Child Labour and Inhumane Treatment
- 42. Safeguarding

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

**1.1** The following definitions and rules of interpretation in this clause apply in this agreement.

**Abnormally Low Tenders:** Tenders that require investigation in regard to their sustainability.

**Achieved KPI's:** in respect of any Service, in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 4 – Specification).

**Bribery Act:** the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Catastrophic Failure:** any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority

**Change:** any change to this agreement including to any of the Services.

**Change Control Note:** the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

**Change Control Procedure:** the procedure for changing this agreement, as set out in clause 14.1-14.9.

**Charges:** the charges which shall become due and payable by the Authority to the Supplier in respect of the Services provided in accordance with the provisions of this agreement, as such charges are set out in Schedule 7 – Pricing Schedule.

**Commencement Date:** the date of this agreement.

**Commercially Sensitive Information:** the information listed in the Contract Particulars comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

**Confidential Information:** means 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:

- 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.

**Contracts Finder:** the government's publishing portal for public sector procurement opportunities.

**Contract Year:** a period 3 years, commencing on the 1<sup>st</sup> April 2023.

**Contract Representatives:** the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in the Contract Particulars

**Corporate policies:** The Supplier shall comply with all Council policies as set out in clause 37.

**Data Controller:** shall have the same meaning as set out in the Data Protection Legislation.

**Data Processor:** shall have the same meaning as set out in the Data Protection Legislation.

**Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

**Data Subject:** shall have the same meaning as set out in the Data Protection Legislation.

**Default Notice:** is defined in Clause 5.2.

**Dispute Resolution Procedure:** the procedure set out in Clause 15.

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Exit Management Plan:** the plan set out in the Contract Particulars

**Extension period:** shall have the meaning given to it in Clause 3.1.

**FOIA:** the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Force Majeure:** any circumstance not within a party's reasonable control including, without limitation:

- a. acts of God, flood, drought, earthquake or other natural disaster;
- b. epidemic or pandemic;
- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f. collapse of buildings, fire, explosion or accident; and
- g. any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).

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

**Health and Safety Policy:** the health and safety policy of the Authority as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

**Indexation:** is defined in clause 38

**Information:** has the meaning given under section 84 of FOIA.

**Initial Term:** the period commencing on the Commencement Date (1st April 2023) and ending on the (31<sup>st</sup> March 2026).

**Insolvency Event:** where:

- a. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a

company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply];

- b. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party];
- c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- d. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- e. the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- f. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- g. the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- h. a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- i. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive); [or]
- j. the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business[; or]
- k. the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

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

will subsist now or in the future in any part of the world.

**Key Personnel:** those personnel identified in the Contract Particulars for the roles attributed to such personnel, as modified pursuant to Clauses 9 and 10.

**KPI's:** the key performance indicators set out in Schedule 4 - Specification

**Law:** any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the supplier is bound to comply.

**Management Reports:** the reports to be prepared and presented by the Supplier in accordance with Schedule 4 - Specification to include a comparison of Achieved KPIs with the Target KPIs in the measurement period in question and measures to be taken to remedy any deficiency in Achieved KPIs

**Modern Slavery Act:** the Modern Slavery Act 2015 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Necessary Consents:** all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

**Payment Plan:** the plan for payment of the Charges as set out in Schedule 7 – Pricing Schedule and Schedule 9 – Payment Details of this Contract.

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

**Prohibited Act:** the following constitute Prohibited Acts:

- a. to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
- b. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- c. committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;
- d. any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK.

**Regulated Activity:** in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of

Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

**Regulated Activity Provider:** shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

**Relevant Transfer:** a relevant transfer for the purposes of TUPE.

**Remediation Notice:** a notice served by the Authority in accordance with Clause 25.1(a).

**Replacement Services:** any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.

**Replacement Supplier:** any third party supplier to provide the Replacement of Services appointed by the Authority from time to time.

**Representatives:** means, in relation to a party, its employees, officers, representatives and advisors.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Services:** the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 4 - Specification.

**Service Failure:** a shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI, as specified in Schedule 4 – Specification.

**Supplier Party:** the Supplier's agents and contractors, including each Sub-Contractor.

**Supplier's Personnel:** all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Supplier's Tender:** the tender submitted by the Supplier and other associated documentation as described in Schedule 1 – Preamble – Suppliers Checklist

**Sub-Contract:** any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

**Sub-Contractor:** the contractors or suppliers that enter into a Sub-Contract with the Supplier.

**Target KPI:** as specified in Schedule 4 - Specification

**Term:** the period of the Initial Term as may be varied by:

- a. any Extension Period; or



b. the earlier termination of this agreement in accordance with its terms.

**Termination Date:** the date of expiry or termination of this agreement.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

**UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

**Variations:** a request to the Supplier to make any reasonable alteration to the Contract or any Order pursuant thereto (herein referred to as a 'Variation')

**Working Day:** (Monday to Friday), excluding any public holidays in England and Wales.

**Working Hours:** varied times according to need, to be reviewed and agreed with the Community Services Manager, but typically expect this to be the period from 5pm through to 11pm (plus ad hoc day time arrangements to be agreed from time to time) on any Working Day.

**1.2** Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

**1.3** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**1.4** The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

**1.5** A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

**1.6** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

**1.7** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

**1.8** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.

**1.9** A reference to **writing** or **written** includes delivered by hand or by pre-paid post, emailed and by fax.

**1.10** Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

**1.11** A reference in this agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

**1.12** References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

**1.13** If there is any conflict or inconsistency between the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the agreement;
- (b) the Services to be supplied and installed by the Supplier to the Authority and any variation or modification issued by the Authority thereto Schedule 4 - The Specification;
- (c) the remaining schedules to this agreement other than Schedule 7 - Pricing Schedule and Schedule 8 – Supporting Documents.;
- (d) Schedule 7 - Pricing Schedule and Schedule 8 – Supporting Documents to this agreement.

## **COMMENCEMENT AND DURATION**

### **2. TERM**

**2.1** This agreement shall take effect on the Commencement Date and shall continue for the Term.

### **3. EXTENDING THE INITIAL TERM**

**3.1** The Authority may extend this agreement beyond the Initial Term by a further period or (two) periods of up to (twelve) month(s) (each such extension together with any such extensions, being the “Extension Period”). If the Authority wishes to extend this agreement, it shall give the Supplier at least (three) months written notice of such intention before the expiry of the Initial Term or Extension Period.

**3.2** If the Authority gives such notice then the Term shall be extended by the period set out in the notice.

**3.3** If the Authority does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of Clause 29 shall apply.

### **4. DUE DILIGENCE AND SUPPLIER’S WARRANTY**

**4.1** The Supplier acknowledges and confirms that:

**(a)** the Authority has delivered or made available to the Supplier all of the information

and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;

**(b)** it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to Clause 4.1(a);

**(c)** it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Authority Premises); and

**(d)** it has entered into this agreement in reliance on its own due diligence.

**4.2** Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

**4.3** The Supplier:

**(a)** warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any Selection questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and

**(b)** shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.

**4.4** Nothing in this Clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

## **THE SERVICES**

### **5. SUPPLY OF SERVICES**

**5.1** The Supplier shall provide the Services to the Authority with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 4 - Specification.

**5.2** In the event that the Supplier does not comply with the provisions of Clause 5.1 in any way, the Authority may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).

### **6. SERVICE STANDARDS**

The Supplier shall provide the Services, or procure that they are provided:

- (a)** with reasonable skill and care and in accordance with Best Industry Practice;
- (b)** in all respects in accordance with the Authority's policies set out in Schedule 4 - Specification; and
- (c)** in accordance with all applicable Law.

## **7. COMPLIANCE**

**7.1** The Supplier shall (and shall procure that the Supplier's Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:

- (a)** all applicable Law regarding health and safety; and
- (b)** the Health and Safety Policy whilst at the Authority Premises.

**7.2** Without limiting the general obligation set out in Clause 6, the Supplier shall (and shall procure that the Supplier's Personnel shall):

- (a)** perform its obligations under this agreement in accordance with:
  - (i)** all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
  - (ii)** the Authority's equality policy (which can be found on the Authority's website <http://www.flitwick.gov.uk>)
  - (iii)** any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law;
- (b)** take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
- (c)** at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

## **CHARGES AND PAYMENT**

### **8. PAYMENT**

**8.1** The supplier shall supply the Services described in the Specification in accordance with the terms and conditions of this agreement, the Authority shall pay

the Charges to the Supplier in accordance with Schedule 7 – Pricing Schedule and Schedule 9 – Payment Details.

**8.2** Unless otherwise stated in Schedule 7 – Pricing Schedule, the Charges:

**(a)** shall remain fixed during the Term; and

**(b)** is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier's Personnel.

**8.3** The Supplier shall invoice the Authority for payment of the Charges in accordance with Schedule 7 – Pricing Schedule and Schedule 9 – Payment Details. All invoices shall be directed to the Authority's Payments Team and shall contain such information as the Authority may inform the Supplier from time to time.

**8.4** The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

**8.5** Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:

**(a)** provisions having the same effect as Clause 8.1 to Clause 8.4 of this agreement; and

**(b)** a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Clause 8.1 to Clause 8.4 of this agreement.

In this Clause 8.5, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

**8.6** The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.

**8.7** Where any party/Authority disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 15.

## **STAFF**

## **9. CONTRACT REPRESENTATIVES**

**9.1** Each party shall appoint the persons named as such in the Contract Particulars as the individuals who shall have the authority to act on behalf of their respective party.

**9.2** The Supplier shall not remove or replace any of the Contract Representatives unless:

- (a) requested to do so by the Authority;
- (b) the person is on long-term sick leave;
- (c) the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
- (d) the person resigns from their employment with the Supplier; or
- (e) the Supplier obtains the prior written consent of the Authority.

**9.3** The Supplier shall inform the Authority of the identity and background of any replacements for any of the Contract Representatives as soon as a suitable replacement has been identified. The Authority shall be entitled to interview any such person and may object to any such proposed appointment within 30 Working Days of being informed of or meeting any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.

**9.4** Each party shall ensure that the role of each of its Contract Representatives is not vacant (in terms of a permanent representative) for more than 30 Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent. A temporary replacement shall be identified with immediate effect from the Supplier or the Authority becoming aware of the role becoming vacant.

**9.5** The Authority may require the Supplier to remove, or procure the removal of, any of its Contract Representative whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.

**9.6** If the Supplier replaces the Contract Representative as a consequence of this Clause, the cost of effecting such replacement shall be borne by the Supplier.

## **10. OTHER PERSONNEL USED TO PROVIDE THE SERVICES**

**10.1** At all times, the Supplier shall ensure that:

- (a) each of the Supplier's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) there is an adequate number of Supplier's Personnel to provide the Services properly;

(c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and

(d) all of the Supplier's Personnel comply with all of the Authority's policies.

**10.2** The Supplier shall replace any of the Supplier's Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

**10.3** The Supplier shall maintain up-to-date personnel records on the Supplier's Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier's Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

## **11 TUPE AND RE-TENDERING**

**11.1** In the event of expiry or termination of this Contract or whenever reasonably requested by the Authority in preparation for tendering arrangements the Supplier will provide the Authority with such assistance as the Authority may require and provide at no cost to the Authority any information the Authority (whether on its own account or on behalf of any potential or confirmed Replacement Supplier) may request in relation to the Employees including but not limited to, providing Employee liability information as required under Regulation 11 of TUPE.

**11.2** The Supplier authorises the Authority to pass any information supplied to any Replacement Supplier or potential Replacement Supplier and the Supplier will secure all necessary consents from relevant Employees in order to do this.

**11.3** The Supplier will keep the Authority and any Replacement Supplier indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

## **12. REPORTING AND MEETINGS**

**12.1** The Supplier shall provide the Management Reports in the form and at the intervals set out in Schedule 4 -Specification.

**12.2** The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 4 -Specification and the Supplier shall, at each meeting, present its previously circulated Management Reports in the format set out in that Schedule.

## **13. MONITORING**

**13.1** The Authority may monitor the performance of the Services by the Supplier

**13.2** The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in Clause 13.1 at no additional charge to the Authority.

## **14. CHANGE CONTROL, BENCHMARKING AND CONTINUOUS IMPROVEMENT**

**14.1** Any requirement for a Change shall be subject to the Change Control Procedure. Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in Clauses 14.1-14.9

**14.2** Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.

**14.3** Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.

**14.4** Any work undertaken by the Supplier and the Supplier's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this clause 14, shall be undertaken entirely at the expense and liability of the Supplier.

### **PROCEDURE**

**14.5** Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:

- (a)** no further action being taken; or
- (b)** a request to change this agreement by the Authority; or
- (c)** a recommendation to change this agreement by the Supplier.

**14.6** Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.

**14.7** A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.

**14.8** Each Change Control Note shall contain:

- (a)** the title of the Change;



- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
  - (i) the timetable for the provision of the Change;
  - (ii) the personnel to be provided;
  - (iii) the Charges;
  - (iv) the Documentation to be provided;
  - (v) the training to be provided;
  - (vi) working arrangements;
  - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Authority and the Supplier; and
- (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this agreement will be apportioned.

**14.9** A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

## **15. DISPUTE RESOLUTION**

**15.1** If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then [except as expressly provided in this agreement,] the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR.

To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. [A copy of the ADR notice should be sent to CEDR.] The mediation will start not later 90 days after the date of the ADR notice.

**15.2** No party may commence any court proceedings in relation to any dispute arising out of this agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

**15.3** Each party shall be responsible for their own costs in relation to the dispute resolution process with equal sharing of third party costs.

## **16. SUB-CONTRACTING AND ASSIGNMENT**

**16.1** Subject to Clause 16.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.

**16.2** In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:

**(a)** remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

**(b)** impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and

**(c)** provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Contract Representative.

**16.3** The Authority shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

**16.4** Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where:

**(a)** there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

## **LIABILITY**

### **17. INDEMNITIES**

**17.1** The Supplier shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or Sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable Law by the Authority or its Representatives (excluding any Suppliers Personnel).

## **18. LIMITATION OF LIABILITY**

**18.1** Subject to Clause 18.2, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.

**18.2** Notwithstanding the provisions of Clause 18.1, the Supplier assumes responsibility for and acknowledges that the Authority may, amongst other things, recover:

**(a)** sums paid by the Authority to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the agreement;

**(b)** wasted expenditure;

**(c)** additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

**(d)** losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier's Personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Supplier;

**18.3** Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.

**18.4** Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

**(a)** fraud or fraudulent misrepresentation;

**(b)** death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);

**(c)** breach of any obligation as to title implied by statute; or

**(d)** any other liability for which may not be limited under any applicable law.

## **19. INSURANCE**

**19.1** The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum levels of cover:

**(a)** public liability insurance with a limit of indemnity of not less than £(10,000,000) in relation to any one claim or series of claims;

**(b)** employer's liability insurance with a limit of indemnity of not less than £(10,000,000) in relation to any one claim or series of claims; (except for sole traders)

**(c)** professional indemnity insurance with a limit of indemnity of not less than £(5,000,000) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

**19.2** The Supplier shall give the Authority, prior to the commencement date, copies of all insurance policies referred to in this clause

**19.3** The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

**19.4** The Supplier shall hold and maintain the Required Insurances for a minimum of 12 Months following the expiration or earlier termination of the agreement.

## **INFORMATION**

### **20. FREEDOM OF INFORMATION**

**20.1** The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

**(a)** provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

**(b)** transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

**(c)** provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

**(d)** not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

**20.2** The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**20.3** Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

**20.4** The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this agreement.

## **21. DATA PROCESSING**

**21.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

**21.2** The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Supplier is the Data Processor. Appendix A (GDPR) sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

**21.3** Without prejudice to the generality of Clause 21.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

**21.4** Without prejudice to the generality of Clause 21.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

**(a)** process that Personal Data only on the written instructions of the Authority (as set out in Schedule 4 – Specification and Appendix A (GDPR), if applicable, unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is so required, it shall promptly notify the Authority 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 Authority, 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 Authority has been obtained and the following conditions are fulfilled:

**(i)** the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;

**(ii)** the Data Subject has enforceable rights and effective remedies;

**(iii)** the Supplier 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 Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

**(d)** notify the Authority 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 Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority'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 Authority 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 Authority, delete or return Personal Data and copies thereof to the Customer 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 21 and allow for audits by the Authority or the Authority's designated auditor pursuant to Clause 23;

**21.5** The Supplier shall indemnify the Authority against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this Clause 21.

**21.6** Where the Supplier intends to engage a Sub-Contractor pursuant to Clause 16 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

**(a)** notify the Authority 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 21.1-21.8

**21.7** Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this Clause 21 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

**21.8** The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

## **22. CONFIDENTIALITY**

**22.1** Subject to Clause 22.2, each party shall keep the other party's Confidential Information confidential and shall not:

**(a)** use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or

**(b)** disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 22.1- 22.4

**22.2** The obligation to maintain confidentiality of Confidential Information does not apply to any confidential information:

**(a)** which the other party confirms in writing is not required to be treated as Confidential Information;

**(b)** which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

**(c)** which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;

**(d)** which is in or enters the public domain other than through any disclosure prohibited by this agreement;

**(e)** which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or

**(f)** which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

**22.3** A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:

**(a)** it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

**(b)** it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,

**(c)** and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Clause 22.

**22.4** The provisions of this Clause 22 shall survive for a period of 7 years from the Termination Date.

## **23. AUDIT**

**23.1** During the Term and for a period of 3 years after the Termination Date, the Authority (acting by itself or through its Representatives) may conduct an audit of the Supplier, including for the following purposes:

**(a)** to review the integrity, confidentiality and security of any data relating to the Authority or any service users;

**(b)** to review the Supplier's compliance with the Data Protection Legislation, the FOIA, in accordance with Clause 21 (Data Protection) and Clause 20 (Freedom of Information) and any other legislation applicable to the Services;

**(c)** to carry out the audit and certification of the Authority's accounts;

**(d)** to carry out an examination pursuant to section 6(1) of the National Audit Act



1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

**(e)** to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.

**23.2** Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this Clause 23 more than once in any calendar year.

**23.3** The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the delivery of Services.

**23.4** Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

**(a)** all information requested by the above persons within the permitted scope of the audit;

**(b)** reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the contract provision; and

**(c)** access to the Supplier's Personnel.

**23.5** The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.

**23.6** The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

## **24. INTELLECTUAL PROPERTY**

**24.1** In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier's Personnel:

**(a)** in the course of performing the Services; or

**(b)** exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

**24.2** The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client

basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

## TERMINATION

### 25. TERMINATION FOR BREACH

**25.1** The Authority may terminate this agreement with immediate effect by the service of written notice on the Supplier in the following circumstances:

(a) if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Authority may only terminate this agreement under this Clause 25.1 if the Supplier has failed to remedy such breach within 14 days of receipt of notice from the Authority (a **Remediation Notice**) to do so;

(b) if a Catastrophic Failure has occurred;

(c) if there is an Insolvency Event.

**25.2** the Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

- (a) The Agreement is subject to a substantial modification which requires a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("the Regulations");
- (b) It can be demonstrated that the Contractor has, at the time of contract award been in one of the situations referred to in Regulation 57(1) of the Regulations including as a result of the application of Regulation 57(2) of the Regulations and should therefore have been excluded from the procurement procedure;
- (c) It can be demonstrated that this Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations of Treaties and the Public Contracts Directive of the EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

**25.3.** The Authority may terminate this agreement in accordance with the provisions of Clause 26 and Clause 28.

**25.4** If this agreement is terminated by the Authority pursuant to this Clause 25, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.

## **26. TERMINATION ON NOTICE**

Without affecting any other right or remedy available to it, the Authority may terminate this agreement at any time by giving 3 months' written notice to the Supplier.

## **27. FORCE MAJEURE**

**27.1** Neither party will be liable for any delay in or from performing any of its obligations under this agreement by circumstances beyond its reasonable control. The party in delay shall notify the other party as soon as reasonably practicable, in writing of the reason, likely duration and the effect on its ability to perform any of its obligations under the agreement; and use all reasonable endeavours to mitigate any such effect.

## **28. PREVENTION OF BRIBERY**

**28.1** The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:

**(a)** committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

**(b)** been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

**28.2** The Supplier shall not during the Term:

**(a)** commit a Prohibited Act; and/or

**(b)** do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

**28.3** The Supplier shall during the Term:

**(a)** establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and

**(b)** keep appropriate records of its compliance with its obligations under Clause 28.3(a) and make such records available to the Authority on request.

**28.4** The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 28.1 and/or Clause 28.2, or has reason to believe that it has or any of the Supplier's Personnel have:

**(a)** been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

**(b)** been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

**(c)** received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.

**28.5** If the Supplier makes a notification to the Authority pursuant to Clause 28.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 23.

**28.6** If the Supplier is in Default under Clause 28.1 and/or Clause 28.2, the Authority may by notice:

**(a)** require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the Default; or

**(b)** immediately terminate this agreement.

**28.7** Any notice served by the Authority under Clause 28.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

## **29. CONSEQUENCES OF TERMINATION OR EXPIRY**

**29.1** On the expiry of the Term or if this agreement is terminated in whole or in part for any reason, the provisions of the Exit Management Plan shall come into effect and the Supplier shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier.

**29.2** On termination or expiry of this agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Authority before such completion) the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier Contract Representatives shall certify full compliance with this clause.

**29.3** Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, Clause 17

(Indemnities), Clause 18 (Limitation of Liability), Clause 19 (Insurance), Clause 20 (Freedom of Information), Clause 21 (Data Processing), Clause 22 (Confidentiality), Clause 23 (Audit), Clause 25 (Termination for Breach) and this Clause 29 (Consequences of termination), shall remain in full force and effect.

**29.4** Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

## **GENERAL PROVISIONS**

### **30. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **31. SEVERABILITY**

**31.1** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**31.2** If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **32. PARTNERSHIP OR AGENCY**

**32.1** 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 make or enter into any commitments for or on behalf of any other party.

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

### **33. PUBLICITY**

The Supplier shall not:

**(a)** make any press announcements or publicise this agreement or its contents in any way; or

**(b)** use the Authority's name or logo in any promotion or marketing or announcement of orders, except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

## **34. NOTICES**

**34.1** Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

**(a)** delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

**(b)** sent by fax to its main fax number or sent by email to the address specified in the tender documentation.

**34.2** Any notice shall be deemed to have been received:

**(a)** if delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or at its principal place of business (in any other case); or

**(b)** sent by email to the address provided in the tender documentation.

**34.3** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

## **35. JURISDICTION**

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

## **36. ABNORMALLY LOW TENDERS**

**36.1** If, for a given contract, tenders appear to be abnormally low in relation to the services, works or services, the Authority shall, before it may reject those tenders, investigate the elements of the tender which it considers to be unsustainable. If the council's investigations determine the bid to be unsustainable, the council may reject the tender from the process.

## **37. CORPORATE POLICES**

**37.1** The Supplier shall comply with all Council policies and rules, such as, but not limited to:

- (a) equality and diversity policies;
- (b) sustainability;
- (c) information security rules;
- (d) Safeguarding policies;
- (e) whistleblowing and confidential reporting policies; and all site rules relevant to the fulfilment of the Supplier's obligations

NB: Suppliers are responsible for ensuring they always refer to the most up to date Council policies, which can be found on the council's website <http://www.flitwick.gov.uk>

## **38. INDEXATION**

**38.1** The parties agree that the Supplier may review and adjust the charges set out in this Agreement annually on the anniversary of the Commencement Date if annual increases in the Consumer Prices Index, or any successor index published by the Office for National Statistics or any successor organisation exceed 0.5% over any consecutive twelve month period causing the costs associated with providing the Services incurred by the Supplier to increase, to be by no more than the rate of such annual increase. The Supplier shall give the Council not less than one month's prior notice in writing of the proposed changes.

## **39. VARIATIONS**

**39.1** The relevant Contract Manager may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract or any Order pursuant thereto (herein referred to as a 'Variation'). In the event of a Variation being required, the relevant Authority Contract Representative 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 relevant Contract Manager's instructions or such other period as may be agreed.

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

## **40. KPI's**

**40.1** Where any Service is stated in Schedule 4 - Specification to be subject to a

specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.

**40.2** If the existing Services are varied or new Services are added, Target KPIs for the same will be determined and included within Schedule 4 - Specification.

**40.3** The Supplier shall provide records of and Management Reports summarising the Achieved KPIs as provided for in Schedule 4 - Specification.

## **41. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT**

**41.1.1** The supplier shall ensure that all work carried out by its staff or Sub-contractor staff is voluntary and workers shall have the freedom to terminate their employment at any time without penalty, given notice of reasonable length.

**41.1.2** The Supplier shall not use, nor allow its Sub-contractors to use forced, bonded or involuntary prison labour.

**41.1.3** The supplier shall ensure that its Staff and Sub-contractor Staff shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel, processing official documents and work visas in both home and host countries.

**41.1.4** The supplier shall not confiscate or withhold staff identity documents or other valuable items, including work permits and travel documentation as a means to force staff employment or to restrict their freedom of movement.

**41.1.5** The Supplier warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world and that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

**41.2** The supplier shall:

**41.2.1** make reasonable enquires to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

**41.2.2** shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-contractors anti-slavery and human trafficking provisions where applicable;

**41.2.3** shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

**41.2.4** shall not use, nor allow its employees or Sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-contractors;



**41.2.5** Shall not use the threat of physical abuse, sexual violence, harassment and intimidation against an employee's or sub-contractor's family members, or close associates.

**41.2.6** shall not use or allow child or slave labour to be used by its Sub-contractors;

**41.2.7** shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to the authority, the Buyer and Modern Slavery Helpline.

### **Staff payment**

**41.3** The Supplier shall:

**41.3.1** ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment and shall be provided all legally mandated benefits;

**41.3.2** ensure that all Supplier Staff are provided with written Information in a language that they understand about their employment conditions in respect of wages, the particulars of their wages for the pay period concerned each time that they are paid, working hours and other working and employment conditions before they enter employment.

**41.3.3** Wage payments shall be made at regular intervals and directly to staff, in accordance with national law, and shall not be delayed, deferred, or withheld.

**41.3.4** Only deductions, advances, and loans authorised by national law are permitted and shall only be taken with the full consent and understanding of staff.

**41.3.5** All staff shall retain full and complete control over their earnings.

**41.3.6** not make deductions from staff wages:

(a) as a disciplinary measure

(b) to keep workers tied to the employer or to their jobs

(c) without expressed permission of the worker concerned;

**41.3.7** record all disciplinary measures taken against its staff; and

**41.3.8** ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

### **Staff hours of Work**

**41.4** The Supplier shall:

**41.4.1** ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

**41.4.2** that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

**41.4.5** All overtime shall be purely voluntary, unless part of a legally recognised collective bargaining agreement.

**41.4.6** Supplier staff shall not be required to work overtime under the threat of penalty, dismissal, or denunciation to authorities, a disciplinary measure, or for failure to meet production quotas.

**41.4.7** The supplier will ensure that the use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

**41.4.8** The total hours worked in any seven-day period shall not exceed 60 hours, working hours may only exceed 60 hours in any seven day period in exceptional circumstances where all of the following criteria are met:

- (a) this is allowed by national law;
- (b) this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and
- (c) the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

**41.4.9** All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Staff Freedom of movement:

**41.5.1** The supplier shall ensure that staff's freedom of movement shall not be unreasonably restricted, staff shall not be physically confined to the workplace or any related premises, nor should a mandatory residence in employer-operated facilities be made as a condition of employment

**41.5.2** The supplier shall ensure that staff are not subjected to coercive or any other means or behaviour to restrict staffs' freedom of movement or personal freedom.

## **42. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

**42.1** The parties acknowledge that the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

**42.2** The Supplier shall:

**(a)** ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and

**(b)** monitor the level and validity of the checks under this Clause 42.2 for each member of staff

**(c)** not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

**42.3** The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

**42.4** The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 41 have been met.

**42.5** The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to [the service users OR children OR vulnerable adults

## Contract Particulars

1 Commencement Date means 1<sup>st</sup> April 2023

2 Contract Period fixed term – 3 years

At the Council’s sole and exclusive option the Contract Period may be extended for two further periods of one year, in which case, for the purpose of the Contract, the Contract Period shall be deemed to apply to such extended period. If the Council intends to take up the option, the Contractor shall be notified in writing no less than three months before expiry of the initial Contract Period prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

3 The Authority's initial Contract Representative Susan Eldred

4 Public Liability Insurance cover must be a minimum of £10 million

Employers Liability Insurance cover (except for sole traders)	£10 million
--	-------------

Professional Indemnity Insurance cover	£5 million
--	------------

5 The Supplier's initial Contract Representative: **[Name]**.

6 Key Personnel **[To be inserted at award of contract (as applicable)]**

7 Commercially Sensitive Information **[To be identified by the supplier in Submission and inserted at award of contract]**

8 Exit Management Plan (See appendix B – Exit Management plan)

9. GDPR Schedule (See appendix A (GDPR))

## 4 SPECIFICATION

### Background

The youth service is funded by Flitwick Town Council with additional grant funding provided by Central Bedfordshire Council to support this service.

Flitwick Town Council owns and maintains The Hub adjacent to the Millennium Recreation Ground at Dunstable Road, Flitwick. This facility was fully refurbished in 2021 and is used as a venue for the provision of Youth Services, along with detached engagements.

Previously, Flitwick's youth provision was delivered over three nights from The Hub. Monday for years 9 +, Wednesday for years 7 & 8 and Thursdays for years 5 & 6. The youth provider would also complete detached work, apply for funding & grants to deliver additional projects and support Flitwick Town Council's youth events, eg Family Fun Day & Skate Jam.

Currently, Flitwick has an interim youth service provision running until March 2023 with an appropriately qualified and experienced service provider. The service includes youth engagement, activities, detached work, and employment access.

### Contract Duration

The contract is intended to be let for a fixed term of 3 years from 1<sup>st</sup> April 2023 to 31 March 2026.

### Insert Aim

Flitwick Town Council is committed to providing quality youth services to support the needs of young people in the town. The Aim of this contract is to provide a youth locality service in Flitwick.

### Objectives

Examples of the range of **core** services expected to be included with the Youth Service is as follows:

- 2-hour youth club service for school years 5 & 6 every week (excluding planning time, term time only)
- 2 hours youth club service for school years 7 & 8 weekly (excluding planning time, term time only)
- 2.5 hours youth club service for school years 9+ weekly (excluding planning time, term time only)
- 4 hours detached work each week, including one late evening, all year round.
- 4 hours per week open access half term session/s (February, April, May, July/August, October)

- Monitoring as and when required
- Attend multi agency meeting as and when required
- Work as part of a multi agency team (including with CBC and Beds Police)
- Report to FTC bimonthly.
- Apply for grants/funding for additional projects.
- Attend safeguarding meetings.
- Complete MA Forms.

Additional services that maybe required:

- 1 day school engagement every other week (Including woodland and Redborne)
- 2 hours employment access from The Hub each week for 16 years +
- Annual Job fair to be delivered from The Hub
- Summer Holiday 'pop up' sports sessions in Millennium Park – 2 hours per week
- 1 hour each month for young people to access The Hub for STI tests, sanitary products, and contraception.

(to be priced independently – Each item)

## **Timetable**

The service level is anticipated to require between 15 - 23 hours per week on a flexible basis depending on scheduling of individual activities.

## **Monitoring Arrangements**

- 1) Weekly updates to FTC Community Services Manager
- 2) Bimonthly reports to Flitwick Town Council Community Services Committee
- 3) Services to be accessible to FTC staff on a drop in basis for monitoring and review.

## **Council Policies**

In addition to the services outlined in the specification, the Contractor shall comply with all Council policies and codes of practice, links to policies are detailed below: -

### **Health and Safety Policy:**

<https://www.flitwick.gov.uk/about-your-council/policies/>

### **Equal Opportunities Policy:**

<https://www.flitwick.gov.uk/about-your-council/policies/>

### **Environmental Policy**

<https://www.flitwick.gov.uk/about-your-council/policies/>

### **Safeguarding policy**

<https://www.flitwick.gov.uk/about-your-council/policies/>

## 5 BUSINESS QUESTIONNAIRE

### **IMPORTANT PLEASE READ FIRST:**

**Bidders must answer these questions in complete honesty.**

**The Council may decide to question further into these areas**

**Should the Council discover any discrepancies or that the bidder has been dishonest with its answers, this will result in the bidder being rejected from the tender process or if awarded a contract having its contract terminated with immediate effect.**

### **Award criteria and disqualification**

**All questions in this schedule are mandatory and will be deemed pass/fail.**

**If a fail is achieved for any of the business questionnaire questions the bid will be excluded from progressing to the further stages of the tendering process. Therefore, the council will disregard the bid and subsequent schedules of the tendered response will not be evaluated.**

### **1. FINANCIAL INFORMATION**

- 1.1 Please confirm whether your turnover is at least the minimum of twice the estimated annual value of this contract. The estimated annual value of this contract is **£30,000 - £50,000**.

**Yes/No**

***Bidders who answer 'No' will fail the Business Questionnaire.***

### **2. INSURANCE**

The Council has reviewed its current policy regarding insurance covers and requires all contractors to provide the following:-

Employer's Liability £10 million  
(except sole traders)  
Public Liability £10million  
Professional Indemnity cover £5 million

- 2.1 Please confirm that your organisation has the required level of cover or is prepared to obtain the level of cover prior to award?

Yes have levels of cover already and will continue to for this contract



No but will provide the Council's level of cover if awarded the contract

No have not got cover and will not provide the Council's required level of cover

***Bidders who cannot provide this level of cover will fail the Business Questionnaire.***

### 3. ENVIRONMENT

- 3.1 Do you have an environmental policy? If so please provide a copy of your environmental policy – ***label as 3.1***

**Yes/No/Not Applicable**

Bidders who answer 'Yes' and provide a copy of the policy will Pass, Bidders who answer 'No' and have 5 or more employees will fail the business Questionnaire. If you are a sole trader or a business with less than 4 staff please select 'N/A' which will qualify as a Pass.

***Bidders who answer 'Yes' to having an Environmental Policy will only receive a Pass if a copy of the policy is provided.***

### 4. PROFESSIONAL & BUSINESS STANDING

- 4.1 Has your organisation, at any time during the last 3 years, been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings where the proceedings were commenced for valid reasons?

**Yes/No**

***Bidders who answer 'Yes' are required to provide details - a pass will only be awarded if your organisation can demonstrate financial stability. Please label response as 4.1, no more than 400 words.***

- 4.2 Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of a criminal offence related to business or professional conduct, including fraud or conspiracy to defraud?

**Yes/No**

***Bidders who answer 'Yes' will fail the Business Questionnaire***

- 4.3 Does your organisation hold all relevant licences and memberships for this contract required by law?

Yes/No

***Bidders who answer 'No' will fail the Business Questionnaire***

## 5. DISPUTES

- 5.1 Has your organisation had any judgement made against it in relation to similar contracts in the last three years?

Yes/No

***Bidders who answer 'Yes' please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.1, no more than 400 words per contract description.***

- 5.2 Has your organisation been involved in any tribunal hearing in relation to any similar service in the last three years, which has resulted in a judgement being made against it?

Yes/No

***Bidders who answer 'Yes' please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.2, no more than 400 words per contract description.***

## 6 - LEGAL OBLIGATIONS

**IMPORTANT PLEASE READ FIRST:**

**Bidders must answer these questions in complete honesty.**

**The Council may decide to question further into these areas**

**Should the Council discover any discrepancies or that the bidder has been dishonest with its answers, this will result in the bidder being rejected from the tender process or if awarded a contract having its contract terminated with immediate effect.**

**Award criteria and disqualification**

**All questions in this schedule are mandatory and will be deemed pass/fail.**

**If a fail is achieved for any of the Legal Obligations questions the bid will be excluded from progressing to the further stages of the tendering process. Therefore, the Council will disregard the bid and subsequent schedules of the tendered response will not be evaluated.**

### 1. LEGAL OBLIGATIONS

- 1.1 Is it your organisation's policy as an employer to comply with its statutory obligations with regards to groups with Protected Characteristics under the Equalities Act 2010?

**Yes/No**

***Bidders who answer 'No' will fail the Legal Obligations schedule.***

- 1.2 Organisations that employ 5 or more staff are legally required to have a written Equalities Statement. Please confirm if you have a statement and that it is communicated within your organisation, or less than 5 staff.

- |                                    |                          |
|------------------------------------|--------------------------|
| Yes I have a Statement             | <input type="checkbox"/> |
| Organisation has less than 5 staff | <input type="checkbox"/> |
| No Statement & 5 or more staff     | <input type="checkbox"/> |

***Please note that answering 'No statement & 5 or more staff' will result in bidders automatically failing the Legal Obligations schedule.***

1.3 Does your organisation comply with the Health and Safety at Work Act 1974?

**Yes/No**

***Bidders who answer 'No' will fail the Legal Obligations schedule.***

1.4 Suppliers that employ 5 or more staff are legally required to have a written Health and Safety Policy & Risk Assessments. Please confirm if you have a policy & Assessments, or less than 5 staff

Yes I have a Policy & Risk Assessments

Organisation has less than 5 staff

No statement & Risk Assessments and 5 or more staff

***Please note answering 'No policy & Risk Assessments and 5 or more staff' will result in bidders automatically failing the Legal Obligations schedule.***

1.5 Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of slavery, servitude, forced or compulsory labour, child labour or an offence in human trafficking and other forms of trafficking in human beings within the last five years

**Yes/No**

***Bidders who answer 'Yes' to question 1.5 will automatically fail the Legal Obligations schedule.***

1.6 In accordance with the Modern Slavery Act 2015 all organisations carrying out business within the UK, with a total annual turnover of £36m or more are required to produce a slavery and human trafficking statement for each financial year.

Please confirm if your organisation has an annual turnover of £36m or more

**Yes/No**

If you answered yes to the above question please confirm that you are compliant with the annual reporting requirements contained within Section 54 of the Act 2015?

**Yes/No**

***Bidders who answer 'No' to question 1.6 and who have an annual turnover of over £36m or more will automatically fail the Legal Obligations schedule. Bidders who answer yes to question 1.6 will be asked to provide evidence of the annual report upon award of contract.***

1.7 Do you have a Safeguarding policy?

Yes have safeguarding policy

No but will comply with FTC's safeguarding policies pending development of your own safeguarding policy and procedures prior to award

No have not got a safeguarding policy and will not comply with the Council's policy

***Bidders who answer 'Yes' to having a Safeguarding Policy will only receive a Pass if a copy of the policy is provided – label as 1.7***

***Bidders who answer 'No but will comply with FTC's safeguarding policies prior to award' please provide a method statement that details your proposed methodology to ensure compliance with, and the promotion of the principles contained in the FTC Safeguarding Policies and Procedures as well as the development of your own safeguarding policy– label as 1.7***

***Please refer to the below link for FTC's safeguarding policies:-***

***<https://www.flitwick.gov.uk/about-your-council/policies/>***

***Bidders who answer 'No have not got a policy and will not comply with the Council's policy' will fail the Legal obligations schedule.***

## 7 Pricing Schedule

Prices are to be submitted in Pounds Sterling and exclusive of VAT. It should be assumed that all the requirements under the specification should be included in the costing proposal.

*Note – You may adjust the size of the following text boxes to suit your response.*

### Costs

The costs should be broken down into components with a full description of each component and its associated costs.

- 1) **TOTAL FIXED PRICE COST** for Supply of Flitwick Youth Locality Service – 2023 - 2026, as per detailed within this tender document including the tender specification and all supporting information.

<b>2023-2024 Fixed cost of</b>	£ _____
<b>2024-2025 Fixed cost of</b>	£ _____
<b>2025-2026 Fixed cost of</b>	£ _____
 <b>TOTAL FIXED COST 2023-2026</b>	 £ _____

- 2) Provision of a one-off evening session over and above the specified tender requirement, by prior arrangement

<b>2023-2024 Fixed cost per session of</b>	£ _____
<b>2024-2025 Fixed cost per session of</b>	£ _____
<b>2025-2026 Fixed cost per session of</b>	£ _____

- 3) Provision of a one-off daytime detached working session over and above the specified tender requirement, by prior arrangement

<b>2023-2024 Fixed cost per session of</b>	£ _____
<b>2024-2025 Fixed cost per session of</b>	£ _____
<b>2025-2026 Fixed cost per session of</b>	£ _____

\* No additional costs will be considered by the Council(s) unless these are clearly stated in the pricing schedule response.

Please confirm you agree to the 3 year fixed price period

Yes       No

## 8 Supporting Information

*Note – You may adjust the size of the following text boxes to suit your response.*

### SECTION A Company Details

A-1 Company Name &  
Registered office

A-2 Registration Number

A-3 No. of Employees

A-4 If the Company is a member of a group of companies, give the name and address of the ultimate holding Company.

A-5 Please provide an up to date Dun and Bradstreet or an equivalent comprehensive credit check report for your organisation

**Label response as A-5**

## SECTION B References

Please provide details of two contracts that your organisation has held that are **relevant** to the authority's requirements as stated in the specification.

Please include:-

- Customer organisation
- Customer contact name
- Customer e-mail address and phone number
- The date of contract award and finish
- Contract Value
- The names of any subcontractors/consortium members utilised.
- Brief Contract description (no more than 100 words per contract description)

Please label your response as B.1 & B.2

## SECTION C Experience of the Company

C-1 Please provide details of your company's previous experience in delivering the type of services required under this contract. **Response to be no more than (2) sides of A4 font size Arial 12, please label your response as C-1.**

C-2 Please provide a short profile/CV for each senior member of the team that will be working on the project, indicating their relevant experience in projects of this nature and their professional accreditation and their role and responsibilities.

**Response to be no more than [two] side(s) of A4 font size Arial 12, please label your response as C-2**

C-3 Please provide details of relevant experiences working in a multi-agency role, collaborating with agencies and the sharing of appropriate information at the right time to safeguard vulnerable young people and their families. (Personal case information is not required however summary examples of case studies and working practices would help to demonstrate experience).

**Response to be no more than [two] side(s) of A4 font size Arial 12, please label your response as C-2**

## SECTION D Proposed Working Methods

D-1 Please provide answers to the following Method Statements which are designed to assess your planned approach to delivering the contract. **Response to**



***be no more than (3) sides of A4 font size Arial 12, please label your response as D-1***

Method Statement 1 – Potential suppliers are required to detail the arrangements they will have in place to provide adequate staff cover for the out of hours requirements of the contract.

Method Statement 2 – What do you consider to be the main challenges in delivering the required services and how would you work with the Council to overcome them.

Method Statement 3 – Potential suppliers are required to detail the arrangements they will have in place to deal with incidents directly related to the service provision as well as information brought to the attention of the supplier regarding incidents affecting the users of the service, including safeguarding and wellbeing. Please include details of reporting mechanisms and timescales.

Method Statement 4 – Potential suppliers are required to detail the arrangements they will have in place to provide additional varied activities including detached work and focused programmes.

Overcoming Challenges – What do you consider to be the main challenges in delivering the required services and how would you work with the Council to overcome them.

Additional Information – Please indicate any other information which you consider may be relevant to support your quotation submission

## **SECTION E – Environmental Responsibility**

Flitwick Town Council has made a commitment to reduce its environmental impact and carbon emissions. National schemes such as the Carbon Reduction Commitment could see all Local Authorities charged per tonne of excess carbon dioxide emitted in the atmosphere as a result of direct and outsourced services and activities. To enable us to manage this risk:

E-1 - Please indicate the measures you employ to minimise your organisations carbon footprint and environmental impact and enhance environmental and social benefits and how these practices will be applied to the delivery of this service. Please indicate the actions in reference to the following areas as appropriate to your submission. ***Response to be no more than (1) sides of A4 font size Arial 12, please label your response as E-1***

- Community Engagement
- Energy & Water Management
- Local Purchasing
- Transport & Air Quality
- Waste & Recycling
- Staff Engagement

## **SECTION F – Safeguarding**

F-1 Please provide details of how your organisation meets with its safeguarding responsibilities, please ensure that the following areas are covered within your response:-

- How your organisation complies with relevant safeguarding legislation
- Staff awareness of responsibilities to report concerns through supervision/training/induction materials.
- Your organisation procedural checks for staff who are engaged in works where there are safeguarding considerations
- Your organisation's identified individual to whom safeguarding concerns may be reported.
- Your organisations complaints and disciplinary procedures to manage concerns about staff behaviour.

***Response to be no more than (2) sides of A4 font size Arial 12, please label your response as F-1***

## 9 Payment Details

The Council's standard payment terms are 30 days from receipt of invoice following completion of the required services.

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 Contractor without an official written order from the Council and the order number in full being quoted on all invoices.

**IMPORTANT** - All invoices for Flitwick Town Council should be addressed to:

The Payments Section  
Flitwick Town Council  
The Rufus Centre  
Steppingley Road  
Flitwick  
Beds  
MK45 1AH

**And emailed directly to [finance@flitwick.gov.uk](mailto:finance@flitwick.gov.uk) failure to do so may lead to a delay in payment.**

## 10 Declaration

I DECLARE THAT TO THE BEST OF MY KNOWLEDGE THE ANSWERS SUBMITTED IN THE BUSINESS QUESTIONNAIRE AND IN THE LEGAL OBLIGATIONS SCHEDULES (AND ANY SUPPORTING MODULES) ARE CORRECT. I UNDERSTAND THAT THE INFORMATION WILL BE USED IN THE EVALUATION PROCESS TO ASSESS MY ORGANISATION'S SUITABILITY TO TENDER FOR THE AUTHORITY'S REQUIREMENT. SHOULD THE COUNCIL DISCOVER ANY DISCREPANCIES OR THAT I HAVE BEEN DISHONEST WITH THE ANSWERS THIS WILL RESULT IN THE ORGANISATION TO WHICH I HAVE COMPLETED THIS QUOTATION FOR, BEING REJECTED FROM THE TENDER PROCESS OR IF AWARDED A CONTRACT WILL HAVE THE CONTRACT TERMINATED WITH IMMEDIATE EFFECT AND NO COST INCURRED TO THE COUNCIL. **SIGNATURE IS MANDATORY, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DEEMED NON COMPLIANT WHICH WILL RESULT IN YOUR BID BEING DISQUALIFIED FROM THIS TENDERING PROCESS.**

1.	Name:
2.	Position (Job Title):
3.	Date:
4.	Telephone number:
5.	Signature:

## 11 Certificate of Non-collusion and Non-canvassing

### Certificate of Non-collusion and Non-canvassing

**[Supply of Flitwick Youth Locality Services 2023 - 2026 (the 'Contract')]**

To: Flitwick Town Council

Date:

For the attention of: [Susan Eldred, Community Services Manager]

**Note to Organisation: As a public body it is important that the Council receives genuine competitive offers from Tenderers, and that all Tenderers act in a manner that is honest and reflects best practices. Tenderers are therefore required to sign this document to certify that they have not and will not undertake any acts of canvassing or collusion.**

#### **Statement of Non-canvassing**

I/We certify the following.

I/we hereby certify that I/we have not canvassed any member, director, employee or adviser of the Council in connection with this Tender and the proposed award of the Contract by the Council and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, director, employee or adviser of the Council in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my behalf, or advising me/us, will do any such act. I/we agree that the Council may, in consideration of this bid, and in any subsequent actions, rely upon the statements made in this Certificate.

#### **Statement of Non-collusion**

The essence of the public procurement process for selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:

- 1 enter into any agreement or agreements with any other person that they shall refrain from tendering to the Council or as to the amount of any offer submitted by them; or
- 2 inform any person, other than the Council of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- 3 cause or induce any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
- 4 commit any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
- 5 offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.

In this Certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Council may, in its consideration of the offer, and in any subsequent actions, rely upon the statements made in this certificate.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

For and on behalf of **[Insert the name of your company here]**\_\_\_\_\_

## 12 Form of Tender

**[Supply of Flitwick Youth Locality Services 2023 - 2026 (the 'Contract')]**

### Form of Tender

To: **Flitwick Town Council**

For the attention of: Susan Eldred, Community Services Manager

Date:

Dear Sir or Madam

### Tender for the Contract

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms of the Contract.

Attached to this Form of Tender are the following:

2. My/our response to the issues raised in Schedule 8 of the ITT.
3. The completed Pricing Schedule.
4. A signed Declaration
5. A signed Certificate of Non-Collusion and Non Canvassing.
6. The Terms and Conditions

[I/We confirm that I/we can supply the Contract as specified in the Invitation to Tender at a total cost of **[insert figure net of VAT]**.

I/We confirm that we accept the Contract as issued with the Invitation to Tender

I/We agree in the event of acceptance of our Tender to execute the Contract within 15 business days of acceptance (or otherwise as agreed with the Council), and in the interim, provide the Contract in accordance with the Contract if necessary.

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that:

- the information supplied to you and forming part of this Tender; and

- (to avoid doubt) any information that I/we supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for **90** days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as needed.

I/We confirm that the I/we are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by

Name(s) \_\_\_\_\_

Position \_\_\_\_\_

For and on behalf of **[Insert the name of your company here]**



**13 Contract Conditions Acceptance**

Contract for Provision of [Supply of Flitwick Youth Locality Services – Interim Arrangements 2022-23].

**To Flitwick Town Council**

I/we the undersigned DO HEREBY UNDERTAKE to provide the Service upon and subject to the terms and conditions set out in such Conditions of Contract, Specification, and the pricing and rates contained in the pricing schedule and other documents as are contained or incorporated herein.

Signature

.....  
*Duly authorised agent of the Supplier*  
(Electronic/typed signatures are acceptable)

Position held

.....

Name and Address of Supplier

.....  
.....  
.....  
.....

Dated

.....

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual tenderer, the capacity in which he signs or is employed.

**14 Articles of Agreement**

This CONTRACT is made the        of

Between Flitwick Town Council of The Rufus Centre, Steppingley Road, Flitwick, Beds MK45 1AH (“the Council”) the one part and **[Insert your company name here]** of the other part

**WHEREAS**

1. The Council wishes to have provided the Service/s set out in the attached Terms and Conditions and has appointed the Supplier for the supplying of this Service; and
2. The Supplier is willing to provide such Service/s in accordance with the provisions of the Contract.

NOW IT IS AGREED between the Council and the Supplier as follows:

1. The Contract constitutes the sole agreement between the Council and the Supplier for the provision of Service/s;
2. The Supplier shall provide the Service/s in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.

IN WITNESS WHERE OF the parties here to

SIGNED for and on behalf of  
the Council

.....

Print Name and Address

.....

.....

SIGNED for and on behalf of  
the Council

.....

Print Name and Address

.....

.....

In the presence of -  
Signature: (Council Officer)

.....

Print Name and Address

.....

SIGNED for and on behalf of  
the Supplier

Print Name and Address

In the presence of –  
Signature (Supplier Officer):

Print Name and Address

## 15 Supplier's Contact Information

Name of person to whom any queries relating to this Tender should be addressed

Telephone/Mobile

Email

Address  
(only if different from the Registered Office address stated in Schedule 8)

## **Appendix A (GDPR) - Processing, Personal Data and Data Subjects**

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

<b>Description</b>	<b>Details</b>
Subject matter of the Processing	Information regarding users of the Youth Locality Services Interim Contract
Duration of the Processing	For the period of the contract plus a further 12 months in case of incidents that require further action. September 2022 to March 2024.
Nature and purposes of the processing	<p>Collection of information on attendance at the youth service provision by service users including young people. Medical information relevant to supervision of young persons attending the service.</p> <p>Paper records to be secured in a lockable cabinet on site.</p> <p>Electronic records to be stored on password protected secure IT equipment.</p> <p>Retrieval of non personal information to compile statistics for service use and reporting.</p> <p>Retrieval of personal data in a controlled manner regarding incidences that require intervention but ensuring safeguarding policies are maintained.</p> <p>GDPR should not be a reason for not disclosing details of incidents or young people’s names upon request by FTC in the event of any incident that arises arise during the service provision.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise</p>

	making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data	Name, Gender Identification, Address, Data of Birth, Medical Conditions, Details of other professional caseworker involvement.
Categories of Data Subject	Customers/ clients, students / pupils, members of the public, users of the Hub venue and the Youth Locality Services
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be retained for a period of up to 12 months after the subject person stops using the service. Destruction will be by deleting electronic files and shredding paper copies.

## **Appendix B - Exit Management Plan**

The exit management plan comes into effect if a notice to terminate the Contract is issued by the Authority or the Contract runs for its full term and meets its expiry date.

- 1.1 If applicable, at the end of the Contract Period the Contractor will adhere to the Terms and Conditions of the General Data Protection Regulation. Any personal data collected as part of the operation of this contract will be securely disposed of by the Contractor in accordance with the data protection provisions or returned to the Authority as instructed.
- 1.2 The Contractor is obliged to continue delivering services at the same level of quality for the transition period and continue to comply with the Terms and Conditions of the Contract to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier.
- 1.3 In the event of expiry or termination of this Contract or whenever reasonably requested the Contractor will provide the Authority with any reasonable requests for data, or reporting information in relation to the Contract to assist with the Authority's retendering of the Contract provision, this information will be provided by the contractor at no cost to the Authority.