

DATED 30 AUGUST 2022

CONSULTANCY AGREEMENT

for

**PROVISION OF CONSULTANCY SERVICES FOR CARBON ACTION PLAN
UPDATE**

between

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

and

CARBON DESCENT INTERNATIONAL LTD

© The District Council of Folkestone and Hythe 2018
Legal Services
Civic Centre
Castle Hill Avenue
Folkestone, Kent CT20 2QY

LS.DK draft 03.08.18, amended by IL September 2021

Draft 03.08.18 SDC/DK – with IL amendments (June 2021)

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THIS AGREEMENT is dated 30 August 2022

BETWEEN

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYPHE** of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (the "**Council**");
- (2) **CARBON DESCENT INTERNATIONAL LTD** (Company no: 08092497) of 145 - 157, St. John Street, London, EC1V 4PW (the "**Consultant**")

(hereinafter collectively "**the Parties**" and independently "**the Party**")

WHEREAS the Council requires professional services to be rendered for the implementation of **Provision of Consultancy Services for Carbon Action Plan Update** and the Consultant has agreed to render those services in accordance with this Consultancy Agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

1.1 Definitions:

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 05 September 2022

Council Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of the Council or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Council during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Council or the Consultant's computer systems or other electronic equipment during the Engagement.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, suppliers products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the Council or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation (*Regulation (EU) 2016/679*) (UK GDPR), the Data Protection Act 2018 (and regulations made thereafter) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Engagement: the engagement of the Consultant by the Council on the terms of this Agreement.

Holding Company: has the meaning given in clause 1.7.

Insurance Policies: commercial general liability insurance cover, professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover.

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

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Request for Information: a request for information or an apparent request under the FOIA or the Environment Information Regulations.

Services: the services provided by the Consultant in a consultancy capacity for the Council as more particularly described in the 0 1 attached hereto.

Sub-consultant: a Sub-consultant engaged by the Consultant under the terms of clause 3.3.

subsidiary: has the meaning given in clause 1.7.

Termination Date: the date of termination of this Agreement, howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.7 A reference to a **Holding Company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2. TERM OF ENGAGEMENT

- 2.1 The Council shall engage the Consultant and the Consultant shall provide the Services on the terms of this Agreement.
- 2.2 The Engagement shall be deemed to have commenced on the Commencement Date and (subject to clause 11 below) shall continue (unless extended at the mutual agreement of the Parties) until terminated:
- (a) for a period of 12 months, **until 04 September 2023**; or
 - (b) until either party giving to the other not less than 4 weeks' prior written notice.

3. DUTIES AND OBLIGATIONS

- 3.1 During the Engagement the Consultant shall:
- (a) provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Council; and
 - (b) promptly give to the Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

- 3.2 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Council of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Consultant may, with the prior written approval of the Council and subject to the following proviso, appoint a suitably qualified and skilled Sub-consultant to perform the Services on his behalf, provided that the Sub-consultant shall be required to enter into direct undertakings with the Council, including with regard to confidentiality. If the Council accepts the Sub-consultant, the Consultant shall continue to invoice the Council in accordance with clause 4 and shall be responsible for the remuneration of the Sub-consultant. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Sub-consultant.
- 3.4 The Consultant undertakes that the terms and conditions of any sub-contract it enters into with a Sub-consultant shall (where applicable) comply with section 113 of the Public Contracts Regulations 2015 and result in payments being made not later than thirty (30) days from the date of receipt of a relevant invoice from the Sub-Consultant.
- 3.5 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Council may require.
- 3.6 Unless they have been specifically authorised to do so by the Council in writing, the Consultant shall not:
- (a) have any authority to incur any expenditure in the name of or for the account of the Council; or
 - (b) hold themselves out as having authority to bind the Council.
- 3.7 The Consultant shall comply with all reasonable standards of safety and comply with all reasonable standards of safety and comply with the Council's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Council any unsafe working conditions or practices.
- 3.8 The Consultant undertakes to the Council that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Council any business opportunities as soon as practicable after the same shall have come to their knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party.

3.9 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

- (a) the Council will not be liable to bear the cost of such functions; and
- (b) at the Council's request the third party shall be required to enter into direct undertakings with the Council, including with regard to confidentiality.

3.10 The Consultant shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the Council's Ethics and Anti-bribery and Anti-corruption Policies in each case as the Council or the relevant industry body may update them from time to time (**Relevant Policies**);
- (d) promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement;
- (e) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.11; and
- (f) annually certify to the Council in writing, their compliance with this clause 3.10.11. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.

3.11 Failure to comply with clause 3.11 may result in the immediate termination of this Agreement.

3.12 The Consultant shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) promptly report to the Council any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of

tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Agreement;

- (c) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.13; and
- (d) annually certify to the Council in writing compliance with this Clause 3.13 by the Consultant and all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.

3.13 Failure to comply with Clause 3.13 may result in the immediate termination of this Agreement.

3.14 The Consultant undertakes that the terms and conditions of any sub-contract or sub-consultancy agreement it enters into with a sub-contractor or sub-consultant shall comply with section 113 of the Public Contracts Regulations 2015 and result in payments being made not later than thirty (30) days from the date of receipt of a relevant invoice from the sub-contractor or sub-consultant.

4. FEES

4.1 In consideration of the Services to be rendered by the Consultant in accordance with this Agreement the Council shall make Payments to the Consultant for the provision of the Services as follows:

- (a) payments in respect of the Services as set out in the Payment Schedule as contained in Schedule 3 and in accordance with clause 4.2
- (b) such additional Consultancy Fees (if any) as shall from time to time be determined by the Council having regard to the Services rendered by the Consultant.

4.2 The Council shall pay each invoice submitted by the Consultant for Services successfully rendered in accordance with this Agreement within 30 days of receipt thereof.

4.3 The Council shall accept and process for payment an electronic invoice submitted for payment by the Consultant where the invoice is undisputed and where it complies with the standard on electronic invoicing.

4.4 For the purposes of clause 4.3 an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

4.5 The Council shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Council at any time.

4.6 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Council against the Consultant in respect of the provision of the Services.

5. EXPENSES

5.1 The Consultant shall bear his own expenses incurred in the course of the Engagement.

5.2 If the Consultant is required to travel abroad in the course of the Engagement he shall be responsible for any necessary insurances, inoculations and immigration requirements.

6. OTHER ACTIVITIES

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

- (a) such activity does not cause a breach of any of the Consultant's obligations under this Agreement;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the role of the Council without the prior written consent of the Council (such consent not to be unreasonably withheld); and
- (c) the Consultant shall give priority to the provision of the Services to the Council over any other business activities undertaken by the Consultant during the course of the Engagement.

7. CONFIDENTIAL INFORMATION

7.1 The Consultant acknowledges that in the course of the Engagement they may have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Council or required by law; or

- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Council Property in his possession to the Council.

7.4 Nothing in this clause 7 shall prevent the Consultant or the Council (or any of its officers, employees, workers or agents) from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
- (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or
- (c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or
- (d) complying with an order from a court or tribunal to disclose or give evidence; or
- (e) making any other disclosure as required by law.

8. DATA PROTECTION

DATA PROCESSING – NOT USED, THE PARTIES ACKNOWLEDGE THAT THERE IS NO PERSONAL DATA SHARING OR PROCESSING AS A RESULT OF THIS AGREEMENT

9. INTELLECTUAL PROPERTY

9.1 In the absence of prior written agreement by the Council to the contrary, all

9.2 The Consultant shall indemnify the Council 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 Council's acts or omissions.

10. INSURANCE AND LIABILITY

10.1 The Consultant shall have liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or a Sub-consultant engaged by the Consultant of the

terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

- 10.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Council and that the level of cover and other terms of insurance are acceptable to and agreed by the Council.
- 10.3 The Consultant shall on request supply to the Council evidence of such Insurance Policies and evidence that the relevant premiums have been paid.
- 10.4 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Council without delay.

11. TERMINATION

- 11.1 Notwithstanding the provisions of clause 2.2, the Council may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- (a) commits any gross misconduct affecting the Council;
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
 - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (d) is in the reasonable opinion of the Council negligent or incompetent in the performance of the Services;
 - (e) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
 - (f) commits any fraud or dishonesty or acts in any manner which in the opinion of the Council brings or is likely to bring the Consultant or the Council into disrepute or is materially adverse to the interests of the Council;
 - (g) commits any breach of the Council's policies and procedures; or
 - (h) commits any offence under the Bribery Act 2010;

- (i) commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

11.2 The rights of the Council under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of these rights.

12. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Council all Council Property and original Confidential Information in their possession or under his control;
- (b) subject to the Council's data retention guidelines, irretrievably delete any information relating to the Council stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in their possession or under their control outside the premises of the Council. This obligation includes requiring any sub-contractor to delete such information where applicable and
- (c) provide a signed statement that they have complied fully with their obligations under this clause 12, together with such evidence of compliance as the Council may reasonably request.

13. FREEDOM OF INFORMATION

13.1 The Consultant acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and the Environmental Information Regulations 2004 ("the EIRs"), in each case as may be amended from time to time. The Consultant undertakes:

- (a) to provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) to transfer to the Council 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) to provide the Council with a copy of all information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

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

13.2 The Consultant acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Consultant. The Council shall take reasonable steps to notify the Consultant of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 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 Consultant accept that the Council shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

14. STATUS

14.1 An employee of the consultant will not be an employee of the council and nothing in this Agreement shall render them an employee, worker, agent or partner of the Council and the Consultant shall not hold themselves out as such.

14.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Council for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Council's negligence or wilful default;
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Sub-consultant against the Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Council.

14.3 The Council may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

15. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

15.1 In performing its obligations under this Agreement, the Consultant shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (c) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 15.

15.2 The Consultant represents and warrants that:

- (d) neither the Consultant nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

15.3 The Consultant shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

15.4 The Consultant shall notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

15.5 The Consultant shall:

- (a) maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Council in connection with this Agreement; and
- (b) permit the Council and its third party representatives, on reasonable notice during normal business hours to have access to and take copies of the Consultant's records and any other information and to meet with the Council's personnel to audit the Council's compliance with its obligations this clause; [and]

15.6 The Consultant shall implement a system of training for its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes.

- 15.7 The Consultant shall keep records of all training offered and completed by its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes and shall make a copy of the record available to the Council on request.
- 15.8 The Consultant shall indemnify the Council against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Council as a result of its failure to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.9 The Consultant represents, warrants and undertakes that it conducts its business in a manner that is consistent with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.10 The Council may terminate the agreement with immediate effect by giving written notice to the Consultant if the Consultant fails to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.

16. NOTICES

- 16.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party.
 - (b) sent by email to the nominated email address
- 16.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address given in this Agreement;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
 - (c) sent by email to the nominated email address
- 16.3 If deemed receipt under clause 16.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 16.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.4 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.

16.5 A notice given under this Agreement is not valid if sent by e-mail.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

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

17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. VARIATION

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

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20. THIRD PARTY RIGHTS

20.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

21. GOVERNING LAW

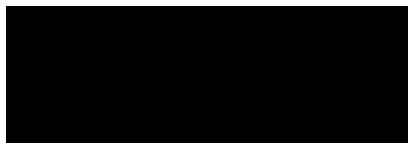
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION

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

IN WITNESS WHEREOF the parties hereto have entered into this Consultancy Agreement on the day and year first above written

For and on behalf of
**THE DISTRICT COUNCIL OF
FOLKESTONE AND HYTHE**

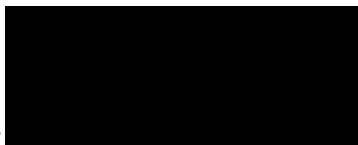


Strategy, Policy & Performance Lead
Specialist

.....

Authorised signatory

**For and on behalf of
CARBON DESCENT INTERNATIONAL LTD**



Signature:

SCHEDULE 1: SPECIFICATION

23. FOLKESTONE & HYTHE DISTRICT COUNCIL

23.1 Provision of Consultancy Service for Carbon Action Plan Update

(a) **1.0 Background**

(b) **Introduction**

- 1.1. Folkestone and Hythe District is a local government district situated in Kent, England covering an area of 357 sq. km. The district is bounded on the north by Ashford and Canterbury Districts; on the east by Dover District, on the west by Rother District (within the county of East Sussex) and on the south by the Strait of Dover. A large area to the north of the district is within the Kent Downs Area of Outstanding Natural Beauty (AONB). The low-lying Romney and Walland Marshes cover a good deal of its area to the west. The district's main centre is Folkestone; other key towns within the district include Hythe, New Romney, Lydd and Hawkinge. In addition, a new garden town "Otterpool Park" is being developed within Folkestone & Hythe district.
- 1.2 The UK has a legally binding target to bring all greenhouse gas emissions to net-zero by 2050 with many local authorities including Folkestone & Hythe District Council (F&HDC) setting more ambitious net zero targets.

(c) **2.0 Kent County Council and Medway Unitary Authority**

- 2.1 [Kent and Medway Energy and Low Emissions Strategy \(2019\)](#) sets out a vision for the entire county to reduce emissions to net zero with particular focus on eliminating poor air quality, reducing fuel poverty and delivering an affordable clean and secure energy supply. This is reflected in the Carbon Action Plan for F&HDC.

(d) **3. Folkestone and Hythe District Council Context**

- 3.1 The Department for Business, Energy and Industrial Strategy (BEIS), estimates that 406.50 Kilo tonne of carbon dioxide equivalent (CO₂e)¹ was emitted in Folkestone and Hythe District in baseline year 2018/19.
- 3.2 In July 2019, Folkestone and Hythe District Council declared a climate and ecological emergency and made a commitment to reduce its carbon emissions to net zero by 2030 from its own operations and estate.
- [3.3 Folkestone & Hythe District Council's Corporate Plan \(2021-30\) – Creating Tomorrow Together](#) sets our long term ambitions for the entire district. Through the guiding principles and service ambitions it sets the vision for sustainable growth.
- 3.4 The Corporate Plan (page 28) contains the commitment that:

¹ For the purpose of this report, carbon is used in this report to be the carbon dioxide equivalent of all emissions of greenhouse gases, quantified as 'tonnes of carbon dioxide equivalents (tCO₂e)'.

“We will embrace becoming a green exemplar council, embedding measures to monitor and reduce our carbon footprint, enabling active travel and enhancing the natural environment. We will also look to identify more sustainable options as we make new policy and service choices recognising that the actions we take in the next three years will have a long-term impact. We are already investigating a potential relocation of the council from the existing Civic Centre to reduce our carbon footprint, and we will explore this, and other ambitious options, further.”

3.5 The council’s climate change work is guided by the Climate Change and Ecological Emergency Working Group. This is a cross-party group of members, chaired by the Cabinet Member for the Environment, which generally meets on a four to six week frequency to consider issues and advise officers. Significant decisions are made by Cabinet or full Council as appropriate.

(e) **4.0 The current Carbon Action Plan**

4.1. The existing [Carbon Action Plan \(CAP\)](#) delivers the strategic vision of the Corporate Plan and sets out 33 actions the council will undertake on its journey to reduce its carbon emissions to enable it achieve the 2030 target. The CAP focus on six key areas across the council’s estate and operations, including energy, behaviour change, transport, water and biodiversity and green space.

4.2 A baseline of scope 1, scope 2 and some scope 3 emissions was established in 2018/19 as 1,536 tCO₂e. Following this F&HDC has incorporated a process to monitor its carbon footprint annually; this has been calculated as being 1,649 tCO₂e for 2019/20 and 1483 tCO₂e for 2020/21.

4.3 Our CAP is of relevance to the delivery of all the Corporate Plan’s four service ambitions namely: A Thriving Environment; Positive Community Leadership; A vibrant Economy; and Quality Homes and Infrastructure, and is of particular relevance to one of our guiding principles for a Greener Folkestone and Hythe.

(i) Our achievements so far

4.5 Progress is being made on short, medium and long terms actions in our Carbon Action Plan for example:

- Reduced printers across the council from 14 to 6 and stipulating increasing carbon efficiency as part of the requirement for a new printing contract
- Installation of 20 electric vehicle charging points in 5 car parks and plans underway for a total of 94 charging points across carparks in the district
- Secured £1.9m of Social Housing Decarbonisation Fund Wave 1 for 107 of our most energy inefficient properties plus a flatted block of social housing at Ross House, Ross Way, Folkestone
- Calculated carbon emissions for 2019/20 financial year and on track to calculate 2020/21 emissions
- Developing a new Net Zero Toolkit, part funded by Homes England, to help plan net zero housing project from pre-planning right through to construction with particular focus on energy and carbon
- Participating in Solar Together Kent - a collective buying scheme for domestic solar energy and battery storage.
- Use of peat free growing media and 90% of summer bedding is now supplied peat free

(ii) Particular points of note

- 4.6 Consultants should particularly note the following:
- The definition of net-zero carbon adopted by FHDC is *‘to reduce emissions to as close to zero as possible, with the small amount of remaining emissions absorbed through natural carbon sinks like forests, and new technologies like carbon capture.’*²
 - Within the scope of the CAP, at the base year of 2018/19, the highest levels of emissions were identified as arising from gas use for the heating of communal sheltered housing buildings (some 44 per cent of total emissions) and electricity use within these buildings (13 per cent).
 - Significant gas emissions also arose from heating at the Hythe Swimming Pool, Hythe and the Civic Centre complex, Folkestone and other non-social housing buildings (around 14 per cent).
 - General electricity use accounted for around 13 per cent of total emissions.
 - Other sources of emissions (about 16 per cent of the total) mostly arose from fuel use from the council’s grey fleet, grounds maintenance vehicles and equipment, with a small percentage accountable for water usage.
 - On 1st October 2020, Folkestone & Hythe District Council took back direct management of the district’s c3,500 social houses. Only elements of the council housing stock which the council has operational control is included in the operational boundary for carbon emissions reporting.
 - Since taking back the housing stock, the council has received a comprehensive stock condition survey and improvement plan.
 - The council is currently drafting a Housing Carbon Reduction Strategy, building on the evidence from this CAP review and stock condition survey.
 - Excluding the social housing stock, the council has a varied building estate comprising around 70 buildings (from the Civic Centre complex to small depots and public toilet blocks). In terms of energy consumption the most significant buildings are the Civic Centre complex in Folkestone and Hythe Swimming Pool in Hythe. As noted above, a review is underway to assess the future of the Civic Centre complex, with the potential for civic functions to be relocated to a new site and the existing site redeveloped for other uses. Planning permission has been granted for a new leisure centre in Hythe that will replace the Hythe swimming pool, and initial work is underway on site. Completion is scheduled for early 2024 and on completion the current swimming pool site would be released for redevelopment.

(f) **5.0 Scope and High-level Requirements**

(g) **Purpose**

- 5.1 Folkestone & Hythe District Council is seeking consultants to provide an update to the Carbon Action Plan (CAP). The current CAP sets out 33 high level actions in our journey towards net zero.
- 5.2 The scope of this work is restricted to scope 1, scope 2 and some scope 3 carbon emissions from the FHDC estates and operations activity. The current organisational boundary is described in point 4.6 and will require review and recommendations.
- 5.3 The expected outcome of this work is a costed Carbon Reduction Plan (CRP) to achieve net-zero carbon emissions from the FHDC estate and operations by 2030. The CRP will include:

² UK Government: Net Zero Strategy: Build Back Greener, Oct 21, p14

- A review and development of the 33 high-level actions in the CAP into detailed actions with estimated costs, carbon reduction impact and timeline proposals;
 - An analysis that quantifies the impact of the actions on achieving the net-zero emissions target by 2030 across the F&HDC estate and operations alongside a gap analysis; and
 - Proposed additional actions, with associated cost, CO2e reduction, dependencies, SWOT appraisal and time required to achieve the net-zero carbon emissions target by 2030.
 - A report and Carbon Reduction Plan with a recommended pathway to net-zero carbon appropriate for F&HDC alongside the recommended suite of associated actions
- 5.4 The specification is to be delivered in 3 phases that build on each other as set out in more detail in the works schedule below. It is anticipated that one consultant will be appointed to deliver all the phases.
- 5.5 It is expected that the council will work closely with the consultants to co-develop and co-deliver the work. To support the delivery of the project the council will set up a Steering Group and project delivery group comprising an internal project team including:
- Low Carbon & Sustainability Senior Specialist, Corporate Services;
 - Assets & Development Lead Specialist;
 - Chief Officer – Operations; and
 - Other specialists/officers as appropriate

6.0 Core Specification for Requirements

Stage 1: Review of the 2021 Carbon Action Plan (CAP) – [Project Inception to 3 months]

Stage 1.1: Review of 2021 CAP to reassess boundaries of the council’s operations and estate within and outside scope, to reflect any organisational changes and acquisitions or divestments since the 2018/19 base year. Recommendation for new scope, if appropriate.

Stage 1.2: Review 33 high-level actions in adopted 2021 CAP to assess indicative life-time carbon reductions secured by actions set out in the plan, based on a desk-top review of the council’s estate and operations and best practice from elsewhere.

Stage 1.3: Produce and present to the Steering Group and internal project team a draft stage 1 report setting out indicative carbon trajectory based on existing committed actions in adopted 2021 CAP. Draft stage 1 report to highlight any areas of uncertainty and quantifying likely underperformance (if any) in reaching net zero target by 2030.

Stage 1.4: Receive and incorporate feedback from the Steering Group and internal project team into the draft stage 1 report.

Stage 1.5: Present the findings of the draft stage 1 report to the Climate & Ecological Emergency Working Group for comment and amendments as necessary.

Stage 2: Production of 2022 Carbon Reduction Plan – [3 to 6 months]

Stage 2.1: From findings of stage 1 report, produce more detailed action plans for individual actions in the 2021 CAP. This work to recommend sub-stages, indicative costings, timescales and carbon savings and operational cost impact of each action, for revised operations and estate within scope.

Stage 2.1 is expected to include:

- For social housing stock: a desk-top review of the council's housing stock condition survey by archetype and draft Housing Carbon Reduction Strategy.
- For other estate within scope: site visits may be required necessary to the highest consuming buildings within the estate and discussions with the council's Chief Officer Operations;
- For operations within scope: assessment of monitoring information and discussions with council officers as necessary.

Stage 2.2: From stage 1 review, identify any feasible actions not identified in the 2021 CAP that could contribute additional carbon savings and help the council reach its net zero target. For these additional actions, produce indicative costings, timescales and carbon savings of each action, as in stage 2.1.

Stage 2.3: Undertake new assessment of carbon reduction trajectory, updating stage 1.3, to include revised actions and potential new actions not identified in CAP. From this work, produce projection to estimate council actions to meet net zero target by 2030.

Stage 2.4: If an underperformance is indicated from stage 2.3, identify the potential for carbon offsetting, using the council's estate buildings and land. Where potential is found, produce indicative costings, timescales and carbon savings of each offsetting action.

Stage 2.5: Produce draft stage 2 report encompassing stages above. Assess all potential actions against success criteria including, as appropriate:

- Estimated capital investment requirements.
- Speed and ease of implementation.
- Potential carbon returns.
- Scale of emissions reductions.
- Project certainty.
- Likely impact on day-to-day operations.

Produce recommendations on the proposed Carbon Reduction Plan to reach net zero in estate and operations by 2030. Where applicable, identify "quick wins" to be implemented and process for monitoring the carbon emissions over time against the KPIs

Stage 2.6: Review of draft stage 2 report by the Steering Group and internal project team, with amendments as necessary.

Stage 2.7: Identification of potential funding sources for actions in stage 2 report.

Stage 2.8: Present the report and recommendations of the draft stage 2 report to the Climate & Ecological Emergency Working Group for comment and amendments as necessary.

Stage 2.9: Finalise and publish 2022 Carbon Action Plan

Stage 3: Additional work package [6 months to 12month]

Upon the outcome of stages 1 and 2 above, additional ongoing support may be required such as:

- Modelling of possible pathways to reduce carbon emissions by 2030
- Training and knowledge transfer for key staff

SCHEDULE 2: CONSULTANT'S QUOTATION

Price Schedule

Project: Provision of Consultancy Services for Carbon Action Plan Update

Suppliers are asked to submit a **fixed fee** quote for the fulfilment of the requirements. This should include identifying all activities involved in undertaking this commission

Prices submitted must be **exclusive** of Value Added Tax.

Activity Schedule

Detail and cost all activities in this stage.

ACTIVITY <small>please list the activities required to meet this commission</small>	RESOURCE <small>please add the name of the person carrying out the activity</small>	GRADE / JOB TITLE	DAILY RATE (£)	DAYS TO COMPLETE	SUBTOTAL (£)
Stage 1:					
1.0 Project management and quality assurance		Project Manager		3	
1.0 Kick-off meeting		Project Manager		0.5	
1.0 Kick-off meeting		Senior Consultant		0.5	
1.0 Kick-off meeting		Senior Consultant		0.5	
1.1 Review CAP, reassess boundaries, recommend new scope		Senior Consultant		0.5	
1.1 Review CAP, reassess boundaries, recommend new scope		Senior Consultant		0.5	
1.2 Review 33 CAP actions, assess life time carbon reductions		Senior Consultant		1.5	
1.2 Review 33 CAP actions, assess life time carbon reductions		Senior Consultant		1.5	
1.3 Draft stage 1 report including presentation to steering group		Project Manager		0.5	
1.3 Draft stage 1 report including presentation to steering group		Senior Consultant		1	
1.3 Draft stage 1 report including presentation to steering group		Senior Consultant		1	
1.4 Revision of draft stage 1 report based on feedback		Senior Consultant		0.5	
1.4 Revision of draft stage 1 report based on feedback		Senior Consultant		0.5	
1.5 Present findings to Climate & Ecological Emergency Working Group		Project Manager		0.5	
1.5 Present findings to Climate & Ecological Emergency Working Group		Senior Consultant		0.5	
1.5 Present findings to Climate & Ecological Emergency Working Group		Senior Consultant		0.5	
Stage 2:					
2.1 Desktop data review		Project Manager		1	
2.1 Desktop data review		Senior Consultant		2	
2.1 Desktop data review		Senior Consultant		2	
2.1 Site visits		Senior Consultant		3	
2.1 Site visits		Senior Consultant		3	
2.2 Identify additional feasible actions		Project Manager		1.5	
2.2 Identify additional feasible actions		Senior Consultant		2.5	
2.2 Identify additional feasible actions		Senior Consultant		2.5	
2.3 & 2.4 Revise carbon reduction trajectory and assess offsetting needs		Project Manager		1	
2.3 & 2.4 Revise carbon reduction trajectory and assess offsetting needs		Senior Consultant		1.5	
2.3 & 2.4 Revise carbon reduction trajectory and assess offsetting needs		Senior Consultant		1.5	
2.5 Draft stage 2 report including recommendations on CAP		Senior Consultant		1	
2.5 Draft stage 2 report including recommendations on CAP		Senior Consultant		1	
2.6 Amendments to draft stage 2 report based on steering group review		Senior Consultant		0.5	
2.6 Amendments to draft stage 2 report based on steering group review		Senior Consultant		0.5	
2.7 Identify funding sources		Senior Consultant		0.5	
2.7 Identify funding sources		Senior Consultant		0.5	
2.8 & 2.9 Present to Climate & Ecological Working Group & final amendments		Project Manager		0.5	
2.8 & 2.9 Present to Climate & Ecological Working Group & final amendments		Senior Consultant		0.5	
2.8 & 2.9 Present to Climate & Ecological Working Group & final amendments		Senior Consultant		0.5	

TOTAL £ 25,575.00

ACTIVITY <small>please list the activities required to meet this</small>	RESOURCE <small>please add the name of the person</small>	GRADE / JOB TITLE	DAILY RATE (£)
Further carbon pathway modelling		Managing Director, Carbon Descent	£
Further carbon pathway modelling		Principal Consultant, Carbon Minded	£
Further carbon pathway modelling		Independent Energy Research Consultant	£
Staff training and knowledge transfer		Managing Director, Carbon Descent	£
Staff training and knowledge transfer		Principal Consultant, Carbon Minded	£
Staff training and knowledge transfer		Independent Energy Research Consultant	£
Additional work outside of scope		Managing Director, Carbon Descent	£
Additional work outside of scope		Principal Consultant, Carbon Minded	£
Additional work outside of scope		Independent Energy Research Consultant	£
			£ -
			£ -
			£ -

SCHEDULE 3: PAYMENT SCHEDULE

PAYMENT SCHEDULE		
as per Clause 4.1 of the Consultancy Agreement.		
Project Stage / Activity	Amount Payable (%)	Amount Payable (£)
Successful delivery of stage 1 requirements	40%	£ 10,230.00
Successful delivery of stage 2 requirements	60%	£ 15,345.00

**Invitation to Quote (ITQ)
Supplier Response Document**



**Provision of Consultancy Services for
Carbon Action Plan Update**

June 2022

CONTENTS

Section 1 – Supplier details

Section 2 – Technical and quality questions

Section 3 – Pricing schedule

Section 4 – Terms & conditions of contract

Section 5 – Declarations

REQUIRED DOCUMENTS

Please also complete and provide:

- Appendix B – Pricing Schedule
- ITQ sub-contractor information (if applicable)

APPENDICES

Please list any additional documents you have submitted with your quotation:

- N/A

SECTION 1 – SUITABILITY QUESTIONNAIRE

1.1 ORGANISATION DETAILS

This section is for information only, but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

Full name of the organisation submitting this quotation	Carbon Descent International Ltd
Registered office address:	145-157 St John St, London, EC1V 4PW
Company registration or charity registration number	8092497
VAT registration number	137862585
Name of immediate parent company	N/a
Name of ultimate parent company	N/a
Type of organisation: <ul style="list-style-type: none"> • public limited company (PLC) • limited company (LTD) • limited liability partnership (LLP) • other partnership • sole trader • third sector (charity) • other (please explain) 	please state which: <ul style="list-style-type: none"> • limited company (LTD)
Are you a Small, Medium or Micro Enterprise (SME)?	Yes
Contact details for questions about this quotation	
Name:	██████████
Phone:	██████████
Mobile:	██████████
Email:	██████@carbondescent.org.uk

Sole bidding organisation

You are a 'sole bidding organisation' if this quotation is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

Consortia, partnerships and joint ventures

If you are quoting for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

Special Purpose Vehicles (SPV)

You are a 'Special Purpose Vehicle' (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.

In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

- (a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or
- (b) the future organisational or legal standing of the special purpose vehicle.

You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITQ so that the implications of such a withdrawal may be assessed.

Consortia and sub-contracting (please tick)	
a) Your organisation is bidding to deliver the contract itself	
b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract If more than 50% of the work will be completed by sub-contractors, please complete the sub-contractor information template provided.	X
c) Bidding organisation is a consortium, joint venture or partnership	
d) Bidding organisation is a special purpose vehicle	
<p>If your answer is (c) or (d) please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.</p>	

1.2 GROUNDS FOR MANDATORY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question in this section your quotation will be rejected.

If you are unsure how to respond you should contact us for advice before completing this form.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

<p>1.2.1 Details about the grounds for mandatory rejection are set out on online (go to gov.uk webpage).</p> <p>If your organisation or any other person who has powers of representation, decision or control in your organisation has been convicted anywhere in the world for any of the offenses below within the last 5 years, please mark which.</p>	Answer
(a) Participation in a criminal organisation.	No
(b) Corruption.	No
(c) Fraud.	No
(d) Terrorist offences or offences linked to terrorist activities	No
(e) Money laundering or terrorist financing	No

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(f)	Child labour and other forms of trafficking in human beings	No
(g)	Has your organisation been in breach of tax payment or social security contribution obligations?	No
<p>1.2.2 If you answered "yes" to any of (a) to (f) above, please provide:</p> <ul style="list-style-type: none"> • Date of conviction; • which the conviction was for; • the reasons for conviction; and • Identity of who has been convicted <p>If the relevant documentation is available online, please provide:</p> <ul style="list-style-type: none"> • the web address; • issuing authority; and • reference of the documents 		
Not applicable		
<p>1.2.3 If you answered "yes" to (g) above,</p> <p>(a) provide details.</p> <p>(b) confirm you have paid, or have entered into a binding arrangement to pay, the outstanding sum (and any accrued interest or fines).</p>		
Not applicable		

1.3 GROUNDS FOR DISCRETIONARY REJECTION

This Section is **PASS/FAIL**. If you answer ‘yes’ to any question F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer ‘yes’ to any question, please set out (in 1.3.1) the full details of the relevant incident and any remedial action taken. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.3.1	<p>Details about the grounds for discretionary rejection are set out on online (go to gov.uk webpage).</p> <p>Do any of the below apply or have applied to your organisation or any other person who has powers of</p>	Answer
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	representation, decision or control in your organisation within the last 3 years?	
(a)	Breach of environmental obligations?	No
(b)	Breach of social obligations?	No
(c)	Breach of labour law obligations?	No
(d)	Bankruptcy or gone into liquidation or receivership? Or currently subject to proceedings for the appointment of a receiver, manager or administrator on behalf of a creditor?	No
(e)	Committed an act of grave misconduct in the course of your business or profession? Or been convicted of a criminal offence relating to the conduct of your business or profession?	No
(f)	been significantly or persistently deficient in the performance of a previous public contract, leading to early termination of the contract, damages, or other comparable sanctions	No
1.3.2 Conflict of interest		
(a)	Is any officer, employee or consultant of your organisation an employee or ex-employee of F&HDC or in any way connected to an employee or ex-employee of F&HDC? Or Is any officer, employee or consultant of your organisation an elected member of the Authority or someone who has been an elected member?	No
(b)	Is any officer, employee or consultant of your organisation involved in any other organisation that may be interested in bidding for F&HDC services under this quotation process?	No
(c)	Been involved in the preparation of this procurement process, design of services, or quotation documents?	No
(d)	Obtained or attempted to obtain confidential information, or entered into unlawful agreements with competitors whose to restrain or distort competition, or influenced or attempted to influence the evaluation panel or F&HDC in the process of preparing this quotation?	No

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(e) Aware of any other conflicts of interest in submitting this quotation or which may occur in delivering the services?	No
1.3.3 If the answer to any of the criteria listed in 1.3.1 or 1.3.2 above is “yes”, please give details, any action your organisation has taken to remedy the situation.	
Not applicable	

1.4 ECONOMIC & FINANCIAL STANDING

This Section is risk based **PASS/FAIL**.

You are not required to submit any financial documents at this time, but F&HDC reserves the right to request further information and or request a credit agency report.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: we will obtain this information for each member of the group. The threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

1.4.1 Is your annual turnover (at the date of the last audited accounts) greater than £60,000 GBP?	Yes
1.4.2 If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?	Not applicable
1.4.3 If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than £60,000 GBP?	Not applicable
1.4.4 Please list which you are able to provide: A copy of your audited accounts for the last two years, Or financial statements for the most recent year, Or a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	A copy of your audited accounts for the last two years
1.4.5 If you cannot provide one of the above, please explain why and list any other financial information you can provide.	Not applicable

1.4.6 If you have a parent company are you able to provide parent company accounts?	Not applicable
1.4.7 If you have a parent company is the parent company willing to provide a guarantee at F&HDC's request?	Not applicable
1.4.8 If you do not have a parent company Or your parent company will not offer a Parent Company Guarantee will you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Not applicable

1.5 INSURANCE

This Section is **PASS/FAIL**. A bidding organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

1.5.1 Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
1.5.2 Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes
1.5.3 Is your Professional Indemnity cover greater than £2 million GBP per incident?	£1m but can obtain

1.6 HEALTH & SAFETY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: the lead member must ensure that this information is shared with all members. The lead

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member must confirm that all members understand and agree their obligations in this section.

Your organisation must:

- Ensure that its entire workforce and all sub-contractors will comply with all relevant health and safety legislation as well as any requirements or instructions from F&HDC.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.

This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

F&HDC may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

Further information on employers' health and safety obligations can be found on the Health and Safety Executive website at [hse.gov.uk/simple-health-safety/index](https://www.hse.gov.uk/simple-health-safety/index).

Specific guidance on how to write a policy and risk assessment is available at [hse.gov.uk/simple-health-safety/write](https://www.hse.gov.uk/simple-health-safety/write).

Please confirm that you understand and agree to your obligations as described above	Yes
---	-----

1.7 EQUALITY & DIVERSITY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.7.1 Does the bidding organisation comply with its legal obligations under the Equality Act 2010, relating to the protected characteristics as follows?	Answer
--	--------

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Age	Yes
Disability	Yes
Gender reassignment	Yes
Marriage and civil partnership	Yes
Pregnancy and maternity	Yes
Race	Yes
Religion or belief	Yes
Sex	Yes
Sexual orientation	Yes
1.7.2 In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal? Or in comparable proceedings in any jurisdiction other than the UK?	No
1.7.3 In the last three years has any finding of unlawful discrimination been made against the bidding organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?	No
<p>1.7.4 If the answer to either 1.7.2 or 1.7.3 was Yes, provide the following information:</p> <p>(a) If the organisation was required to take action, did the action taken satisfy the relevant organisation?</p> <p>(b) what action the organisation was required to take</p> <p>(c) what action the organisation took. If the organisation did not take the required action, explain why not.</p> <p>You may be excluded if you are unable to demonstrate to F&HDC's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination occurring in the future.</p>	

Not applicable	
1.7.5 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors?	Yes

1.8 MODERN SLAVERY

1.8.1 Section 54 of the Modern Slavery Act 2015 requires organisations with an annual turnover of £36 million or more to develop a slavery and human trafficking statement each year. Does this requirement apply to your organisation? Guidance about the Modern Slavery Act 2015 can be found online (go to gov.uk webpage)	No
1.8.2 If you have answered 'yes' to 1.8.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? If yes , provide the web address where your report can be found If no , please explain.	N/a

1.9 WHISTLEBLOWING

1.9.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&HDC's Whistleblowing policy by contract award? (go to F&HDC's policy page)	Agree to adopt
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SECTION 2 – TECHNICAL AND QUALITY QUESTIONS

2.1 CAPABILITY

This section is **PASS/FAIL**. A bidding organisation will fail if it cannot provide details of up to 3 contracts that demonstrate technical capability or provide alternative evidence.

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES

Please provide details of up to three contracts from the public, private or voluntary sector, that are relevant to the services described in this quotation.

Contracts for the supply of goods or services should be from the past three years. Works contracts may be from the past five years.

The customer contact for each example should be prepared to speak to F&HDC to confirm the accuracy of the information provided below.

Suppliers should not use previous work for or associated with F&HDC in these examples.

	Contract 1	Contract 2	Contract 3
Name of Customer Organisation	London Borough of Camden	London Borough of Brent	London Borough of Southwark

Invitation to Quote (ITQ) - Supplier Response Document

Contact name, telephone number & and email	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Start date	1/9/18 and 1/3/21		1/6/20
End date	1/4/19 and 1/10/21		14/12/20
Estimated Contract Value	£30k in total	£15k	£25k in total

Invitation to Quote (ITQ) - Supplier Response Document

<p>Brief description of contract</p>	<p>Four pieces of work were undertaken for Camden on area wide carbon emissions. Concentrating on the most recent two, the first involved analysing what carbon reductions would be possible by 2030 under a range of scenarios. The second, following Camden’s climate emergency declaration, involved establishing a more ambitious pathway to reach net zero by 2030. An hourly model of Camden’s emissions was developed for the study covering area wide emissions based on the BEIS emissions dataset. This work also involved presenting at and providing expert witness assistance in the first Citizens’ Assembly Climate Change in the UK.</p>	<p>This work involved analysing how Brent could reach net zero carbon by 2030. An hourly model of Brent’s emissions was developed for the study, across domestic, non-domestic and transport sector emissions. Detailed modelling in SAP software of the typical Brent housing archetype was also conducted. Analysis of EPC data was also undertaken to establish the potential for specific measures and their impact.</p>	<p>Two pieces of work were conducted for Southwark. The first was the development of a net zero carbon pathway by 2030 - based on the on the most cost effective and achievable mix of local measures drawn from currently available technologies that were deliverable by 2030 in Southwark.</p> <p>The work was followed up with further analysis to underpin the development of a Climate Change Action Plan for Southwark</p>
<p>If you cannot provide three contract examples please give evidence of your technical capability in this market.</p>			

2.2 GENERAL DATA PROTECTION

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations while performing the contracted services?

If yes, please provide details.

If no, please detail what measures will be in place before the contract starts.

Yes, we are registered with the ICO and have GDPR policies in place.

2.3 CARBON ACTION

This question is for information only. Your tender will not be rejected if the answer is 'no'.

2.3.1 Do you currently have a carbon reduction plan or other measures in place to avoid or minimise the carbon emissions produced by your organisation and in your supply chain?

Yes.

2.3.2 Have you measured or estimated your organisation's carbon emissions?

If yes, please briefly outline the method used or the scope of this analysis e.g. scope 1 (direct emissions), scope 2 (energy indirect) or scope 3 (other indirect).

Yes

As a micro-business with a home-based office we will be net zero in carbon by the end of year in terms of scope 1 and 2 emissions through implementing building fabric measures, an ASHP for heating and DHW, solar PV and an electric company car.

2.3.3 If the answers to 2.3.1 and 2.3.2 was No, does your organisation intend to evaluate its carbon emissions and implement carbon reduction initiatives within the next 12 months?
N/A

2.4 HEADLINE QUESTIONS

Please note that these questions are pass/fail (a YES will be a pass, a NO will be a fail), a fail will result in disqualification from the ITQ process.

Are you able to deliver the project within the timeline indicated in the Specification (A)?	Yes
---	-----

2.5 WEIGHTED QUESTIONS

Q1. Detail of methodology (20%)

Please outline your methodology/proposed approach, clearly identifying how your organisation will successfully carry out this work. Summarise the methodology/proposed approach to ensure outlined specification will be met.
Your response should demonstrate:

- An understanding of the specification and key questions to be addressed
- Defined stages, proposed outputs and project timetable for undertaking the work
- A description of the key risks to the project and proposed mitigation measures to ensure successful completion

(max word count 2,000)

[Redacted content]

1.2

[Redacted text block containing multiple paragraphs of blacked-out content]

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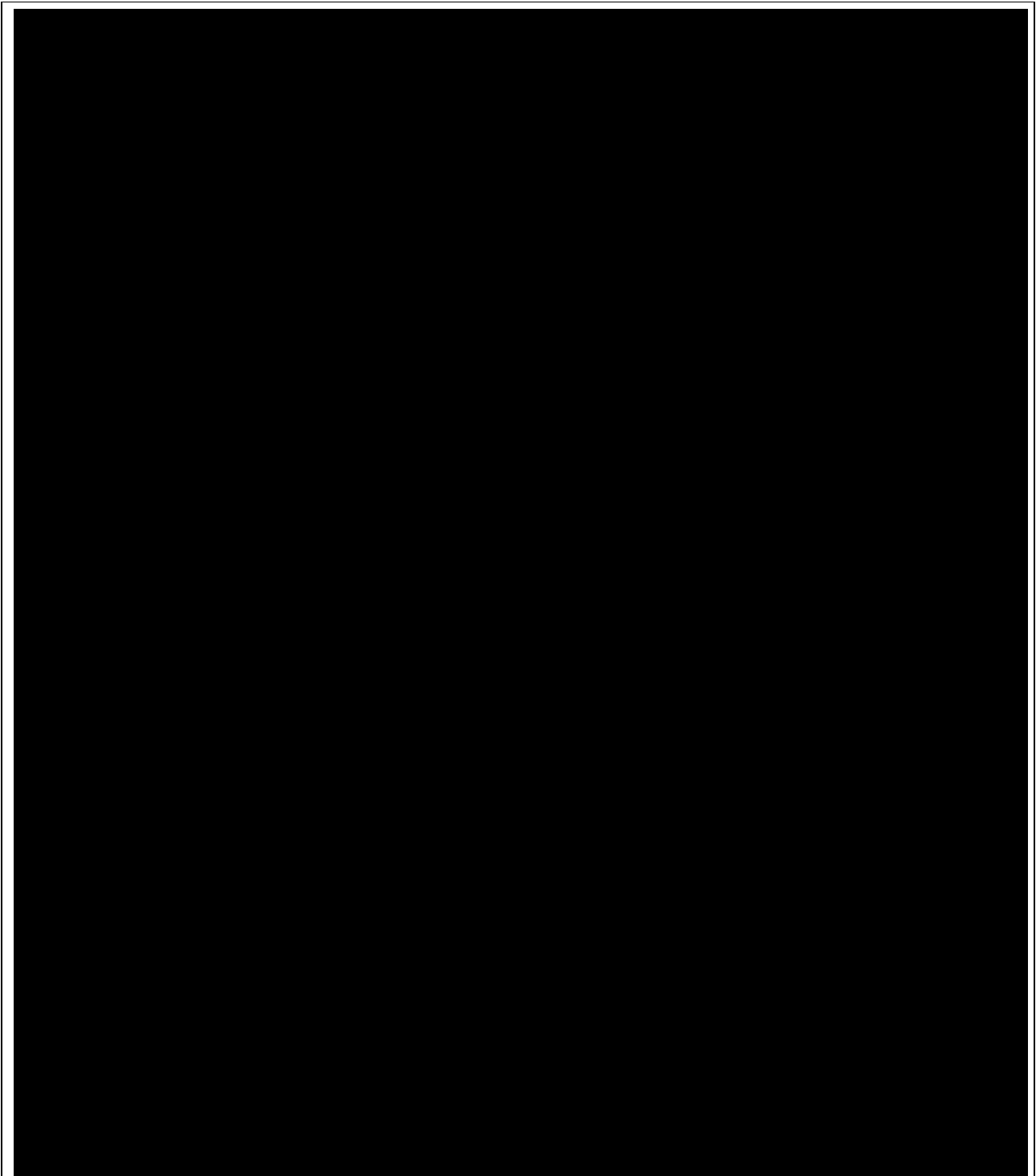
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Q2. Team and staff expertise (20%)

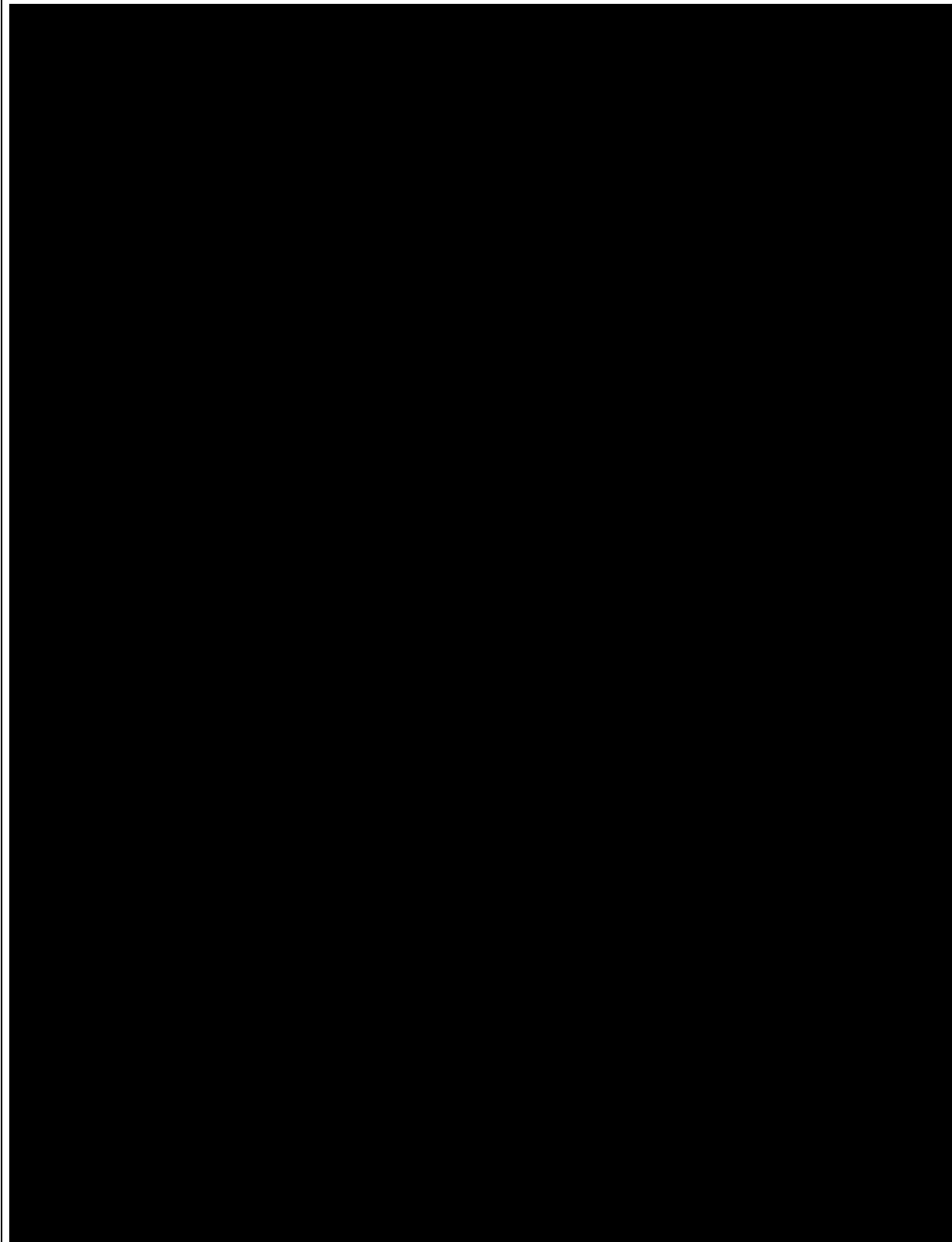
Please outline your project team, only provide examples of relevant experience and qualifications linked to supporting the delivery of your approach - full CVs are not needed:

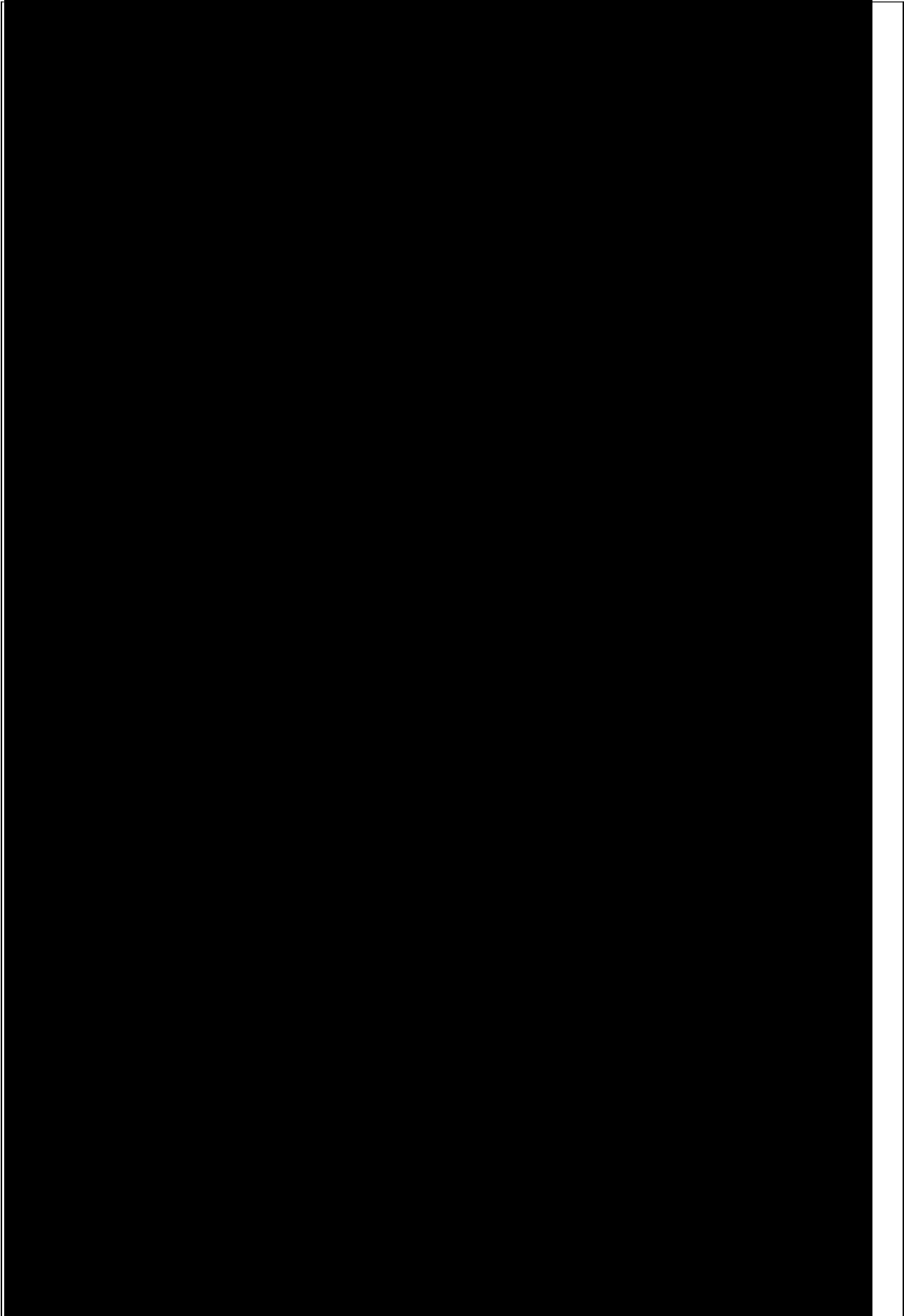
- Detail of specific skills and knowledge they would bring to the project and the roles which they will fulfil in the project delivery.

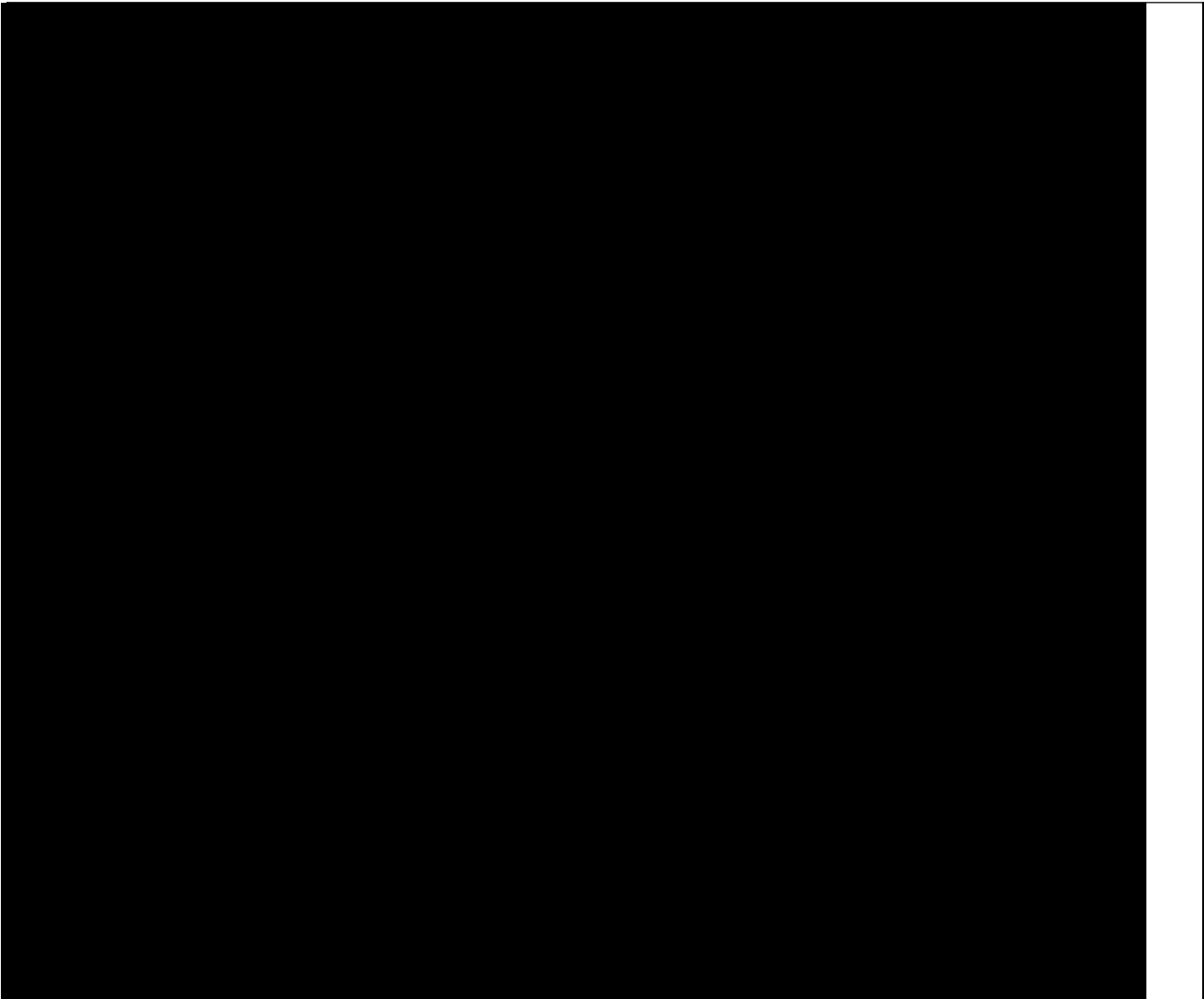
Invitation to Quote (ITQ) - Supplier Response Document

- Specify how they will use the knowledge gained from experience to enhance this project.
- Explain how the team were able to handle and manage any issues or problems previously encountered in delivering similar projects.

(max word count 1,500)







Q3. Approach to the work (20%)

Please explain:

- What data, evidence and information will be collated and how will this be done.
- How you will engage with relevant council personnel and key stakeholders to ensure successful completion of the project.
- How you will minimise or reduce carbon emissions during the delivery of the work to the council

(max word count 1,500)

[Redacted content]

[Redacted content]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SECTION 3 – PRICING SCHEDULE

Please completed the **Appendix B – Price Schedule**
Prices must be provided **exclusive** of VAT

SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.
If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

Please ensure you have read Appendix C and Section 5 of the Instructions document. Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-quote clarifications)?	Yes
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SECTION 5 – DECLARATIONS

TO: The District Council of Folkestone and Hythe (F&HDC)

PROVISION OF: Provision of Consultancy Services for Carbon Action Plan Update

REFERENCE: DN618026

We, Carbon Descent International, the undersigned, having examined the Invitation to Quote (ITQ) and all other relevant schedules (“the ITQ Documents”), do hereby offer to provide the supplies, services and/or works to the Council as specified in the ITQ Documents and in accordance with the attached additional documentation, commencing and continuing for the period specified in the ITQ Documents (including any option to extend).

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between the Council and ourselves.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITQ Documents, the formal acceptance of this Quotation in writing by the Council or such parts as may be specified, together with the contract documents shall be required as a condition precedent to the entering into of the Contract.

We further agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.1.3 of the **Invitation to Quote Instruction Document**.

We understand the Council is not bound to accept the lowest of any Quotation received, nor assign a reason for the rejection of any Quotation. We accept that any costs incurred in Quotation preparation are for our own account.



We further undertake and it shall be a condition of any Contract, that:

The amount of our Quotation has not been calculated by agreement or arrangement with any person other than the Council and that the amount of our Quotation has not been communicated to any person until after the Quotation Return Date and in any event not without the written consent of the Council.

We have not canvassed and will not before the evaluation process canvass or solicit any member or officer, employee or agent of the Council or other contracting authority in connection with the award of the Contract and undertake that no person employed by us has done or will do any such act.

Invitation to Quote (ITQ) - Supplier Response Document

I warrant that I have all requisite authority to sign this Quotation and confirm that I have complied with all the requirements of the ITQ.

Signature:	
Name & job title:	 , MD
Dated:	5/8/22
For and on behalf of:	Carbon Descent International Ltd

Invitation to Quote (ITQ)
Supplier Response - Sub-Contractor Information

Additional information for Section 1.1 of the Supplier Response document



**Provision of Consultancy Services for
Carbon Action Plan Update**

June 2022

SECTION 1 – INSTRUCTIONS FOR THIS TEMPLATE

If your organisation is bidding in the role of prime contractor and intends to use third parties to deliver more than 50% of the work, please complete the this template.

Please copy and paste Section 2 subsections as many times as needed to list each sub-contractor.

If you do not intend to use sub-contractors or none of the sub-contractors will be delivering a significant portion of the work, you do not need to complete this form.

If you are appointed, F&HDC reserves the right to require a collateral warranty from any sub-contractor(s).

F&HDC also reserves the right to reject the use of any particular sub-contractor. If we do reject a sub-contractor, we will send you the reason(s) in writing. Examples of reasons for rejection include an organisation being banned from entering the premises, financial risk, or criminal prosecutions pending, but there may be other reasons.

SECTION 2 – DETAILS OF SUB-CONTRACTORS

2.1 CARBON MINDED LIMITED

Registered office address:	10 Roundwood Close, Hitchin, Hertfordshire, SG4 0RD
Role in providing services / works / supplies	Joint working with other partners on all elements of the project
Approximate % of the total service / works / supplies	37%
Company registration or charity registration number	08394713
VAT registration number	Not VAT registered
Type of organisation: <ul style="list-style-type: none"> • public limited company (PLC) • limited company (LTD) • limited liability partnership (LLP) • other partnership • sole trader 	please state which: Limited Company (LTD)

Invitation to Quote – Sub-contractor Information

<ul style="list-style-type: none"> • third sector (charity) • other (please explain) 	
Is it a Small, Medium or Micro Enterprise (SME)?	Yes

2.2 TONY DAY

Registered office address:	██
Role in providing services / works / supplies	Energy auditing, energy and carbon analysis, report writing
Approximate % of the total service / works / supplies	37.5%
Company registration or charity registration number	N/A
VAT registration number	N/A
Type of organisation: <ul style="list-style-type: none"> • public limited company (PLC) • limited company (LTD) • limited liability partnership (LLP) • other partnership • sole trader • third sector (charity) • other (please explain) 	please state which: Sole Trader
Is it a Small, Medium or Micro Enterprise (SME)?	Yes